

**STATE OF NEW JERSEY
JUVENILE JUSTICE COMMISSION

STANDARD LANGUAGE DOCUMENT
FOR
JUVENILE JUSTICE COMMISSION SERVICE CONTRACTS**

This Contract is between the State of New Jersey Juvenile Justice Commission and the Contractor identified on the signature page and is effective as of the Contract Effective Date recorded on the signature page.

WHEREAS the New Jersey Juvenile Justice Commission ("Commission") is responsible for the funding, implementation and administration of certain juvenile justice programs, including the program(s) covered by this Contract; and

WHEREAS the Commission desires that the Contractor provide services and the Contractor has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Commission and the Contractor agree as follows:

I. DEFINITIONS

For the purposes of this Standard Language 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.

Annex(es) means the attachment(s) to this Standard Language Document, including the Request for Proposals issued by the Commission, the Proposal submitted by the Contractor and other programmatic and financial terms, conditions and information.

Contract means this Standard Language Document, New Jersey Standard Terms and Conditions, the Annex(es), any additional appendices or exhibits, and all other incorporated documents (including but are not limited to JJC Award Letter, JJC Contacts, Contract Index and OAG Checklist). The Contract constitutes the entire agreement between the parties.

Contractor means the public or private entity or individual that has a Contract with the Commission. The term is used collectively to include the Contractor and all other persons or entities employed or contracted with by the Contractor in connection with the Contract.

Standard Language Document means the document that details the basic responsibilities and obligations of each party.

Notice means an official written communication between the Commission and the Contractor. All notices shall be delivered either in person or by certified mail, return receipt requested or sent electronically.

State means the State of New Jersey.

Suspension means the temporary cessation of all activities under the Contract, at the direction of the Commission.

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

II. BASIC OBLIGATIONS OF THE COMMISSION

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 Commission 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 Commission under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit. of this Standard Language Document or on the basis of any Commission monitoring or evaluation of the Contract. The Contractor will not be paid for services unless the Commission has evaluated and approved the Contractor's facility and/or service operations.

III. BASIC OBLIGATIONS OF THE CONTRACTOR

Section 3.01 Contract Services. The Contractor shall provide services in accordance with all terms, conditions and specifications contained in this Contract.

Section 3.02 Reporting and Record Retention. The Contractor shall submit to the Commission programmatic and financial reports on forms and/or in the format provided

by the Commission. The Commission shall specify the reporting frequency and due date(s) as well as the reporting format in the Annex(es). The Contractor shall keep all programmatic, financial, and Contract records for a minimum period of seven years after the expiration or termination date of the Contract, except that if any litigation, claim or audit is started pursuant to Section 3.08, all records and supporting documents shall be retained until all such litigation, claims and audit findings are resolved. The retention period starts from the date of submission of the final report.

The Contractor shall transfer to the custody of the Commission all records that the Commission determines must be retained for a longer period than that which is provided for herein.

Section 3.03 Compliance With Laws. The Contractor shall keep fully informed of all federal, State and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having appropriate jurisdiction, which in any manner affect those engaged or employed in the provision of Contract services or which in any way affect the services being provided. The Contractor shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Commission and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself or its agents, subcontractors or employees.

If any provisions of this Contract shall conflict with any federal or State law or shall have the effect of causing the Commission 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. All other Contract provisions shall remain unchanged and shall continue in full force and effect.

(a) Civil Rights

- (1) The Contractor or subcontractor will comply with any applicable federal non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. 10228); the Victims of Crime Act (34 U.S.C. 20110)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. 11182); the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (43 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683,1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No.

13279 (equal protection of the laws for faith-based and neighborhood organizations);

- (2) In the event of a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color religion national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Commission;
- (3) Recipient will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Commission if required; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Commission that it has a current EEO on file, if required to maintain one. For public grantee agencies receiving less than \$25,000, or public grantee agencies with less than 50 employees regardless of the award amount, no EEO is required. Information about civil rights obligations can be found at www.ojp.usdoj.gov/ocr/;
- (4) As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at www.lep.gov/ and,
- (5) In accordance with federal civil rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.
- (6) Civil Rights Training:
The Contractor or subcontractor shall adopt procedures to respond to discrimination complaints, including those filed directly with the Contractor or subcontractor, from its employees and clients, customers, and program participants. These procedures shall be in accordance with the Department of Law and Public Safety's Federal Civil Rights Compliance Policy for Addressing Civil Rights Complaints. The Policy is available via the Internet at <http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf>.

The Contractor or subcontractor also certifies that an Authorized Official, Project Director, or designee has completed the Department's Subrecipient Civil Rights Compliance Training, available via the Internet at <http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf>, and has included an original copy of the Training's Certificate of Completion as part of its subgrant award package.

Section 3.04 Affirmative Action. During the performance of this Contract, the Contractor agrees as follows:

- (a) 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, sex, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identify or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all 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 non-discrimination clause;
- (b) 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;
- (c) 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;

- (d) 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;
- (e) The Contractor or subcontractor agrees to attempt in good faith 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 Public Contracts Equal Employment Opportunity Compliance 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;
- (f) The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- (g) 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;
- (h) The Contractor 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- (i) The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 (N.J.A.C. 17:27); and

- 0) The Contractor shall furnish to the Commission an Affirmative Action Certificate pursuant to N.J.S.A. 10:5-31, et seq., prior to contract, agreement or purchase order approval and execution. This document is required for all entities that conduct business with the State of New Jersey and is issued upon submission of required documentation and a non-fundable fee of \$150 to the New Jersey Department of Treasury, Division of Public Contracts. Upon issuance, the certificate is valid for a period of seven years for businesses with less than 50 employees and three years for businesses with 50 employees or more. The Commission shall not approve a contract without proof of compliance with this Affirmative Action regulation.

Section 3.05 Recognition of Cultural Sensitivity. The Contractor 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 Contractor 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, Contractors shall make certain 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 3.06 Commission Policies and Procedures. In the administration of this Contract, the Contractor shall comply with all applicable policies and procedures issued by the Commission.

Section 3.07 Financial Management System. The Contractor'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 Contractor;
- (b) Records adequately identifying the source and application of all Contractor funds and all funds administered by the Contractor. 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 and accounting controls over all funds, property and other assets. The Contractor 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 Contractor;
- (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 Contractor, and
- (g) Procedures consistent with the provisions of any applicable Commission policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.08 Audit. At any time during the Contract term, the Contractor's overall operations, its compliance with specific Contract provisions, the operations of any assignees of or subcontractors engaged by the Contractor under Section 5.02 Assignment and Subcontractors, and the operations of any new owners resulting from a merger, acquisition or dissolution of the Contractor's partnership or corporation permitted under Section 5.04 Change in Ownership/Merger/Acquisition, may be subject to audit by the Commission, 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 Commission for such purpose.

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

The Commission requires submission of the Contractor's annual organization-wide audit. Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

Section 3.09 Confidentially. The Contractor will safeguard and treat as confidential all information concerning persons referred by the Commission to the

Contractor for services and will comply with all laws concerning the disclosure of such information (e.g., N.J.S.A. 2A:4A-60 to -62; N.J. Court Rule 5:19-2). Such information may be disclosed only as permitted by law and only with the prior written consent of the Commission. The Contractor is required to use reasonable care to protect the confidentiality of the information including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Penalties for violations of such guarantees include, but are not limited to, termination of the contract, and/or legal action without the State being liable for damages, costs and/or attorneys fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

Section 3.10 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, whenever a Contractor is entitled to payment for services rendered as a result of the terms and conditions set forth in this contract, and at the same time is indebted for any State tax (or otherwise indebted to the State), the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to N.J.S.A. 52:32-32 et seq. to the taxpayer shall be stayed.

Section 3.11 Americans with Disabilities Act. The Contractor and the State do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the State pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the State in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the State, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the State's grievance procedure, the Contractor agrees to abide by

any decision of the State which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the State or if the State incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The State shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the State or any of its agents, servants, and employees, the State shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the State or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the State pursuant to this paragraph.

Section 3.12 Certification of Restrictions on Lobbying. In executing this Contract, the Contractor's signatory certifies on behalf of the Contractor that to the best of his/her knowledge and belief:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be

included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.13 Business Registration for Providers of Goods and Services to the State. The Contractor shall comply with the provisions of P.L. 2001, c.134 (N.J.S.A. 52:32-44) and provide proof of valid business registration with the Division of Revenue in the Department of the Treasury to the Commission prior to execution of contract.

Pursuant to the above law, a subcontractor under the Contract shall provide proof of valid business registration with the Division of Revenue to the Contractor; the Contractor shall forward verification information to the Commission. The Contractor shall enter into no subcontract unless the subcontractor first provides proof of valid business registration.

Section 3.14 - Source Disclosure Certification

The Contractor shall provide assurances that the performance of services shall include provisions that specify all services performed under the contract or subcontract, shall be performed within the United States in accordance with N.J.S.A.52:34-13.2. The Contractor may obtain the Source Disclosure document from the Commission' Budget and Finance unit or the New Jersey Department of Treasury's Division of Purchase and Property.

Section 3.15 - Ownership Disclosure

All parties entering into a contract with the State are required to complete an Ownership Disclosure Form pursuant to N.J.S.A. 52:25-24.2. Non-profit entities are only required to complete the Disclosure of Investigations section of the form. The Contractor may obtain the Ownership Disclosure Form from the Commission's Budget and Finance unit or the New Jersey Department of Treasury's Division of Purchase and Property.

Section 3.16 - Non-Profit Organization Status

The Contractor shall provide proof of its 501(c)(3) status, if any portion of the contract award is funded with Juvenile Justice and Delinquency Act (JJDP) funds.

Section 3.17 - Prison Rape Elimination Act Standard (PREA) Requirements

The Contractor shall comply with the Prison Rape Elimination Act of 2003 (Federal Law 34 U.S.C. 30301, gt seq.) and with all applicable Commission PREA Standards for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within Commission facilities, programs, contracted facilities or offices. The Contractor acknowledges that in addition to "self monitoring requirements" the Commission shall conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Commission policies, may result in suspension or termination of this contract.

Section 3.18 State Approval and Licensure. The Contractor shall procure and maintain in good standing all permits, grants and licenses, including any renewals required during the term of the Contract, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful provision of Contract services. The Contractor shall ensure that all of its employees, subcontractors and employees of subcontractors obtain and maintain in good standing during the term of their work on the Contract all professional licenses required for the services to be provided. The Contractor shall provide the Commission with copies of all permits, grants and licenses, including but not limited to all required professional licenses, prior to Contract execution, and with copies of any and all renewals of the permits, grants and licenses when obtained. The Contractor shall immediately notify the Commission immediately should the status of the required license or certification expire or change and subsequently place the Contractor out of compliance with the required professional license/certification requirement.

IV DEFAULT AND TERMINAIIION

Section 4.01 Termination for Convenience. The Commission may terminate this Contract upon 60 calendar days' advance Notice to the other party for any reason whatsoever, including lack of available funding by the Commission. The Notice of Termination shall specify the manner in which all accounts shall be settled and the Contract closed out. The Contract shall be subject to a final audit under Section 3.08 Audit.

Section 4.02 Default and Termination for Cause. The Commission may place the Contractor in default of the Contract if the Contractor fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part and as such, the Commission may take any or all of the following actions:

- (a) Suspend activities under the Contract, upon 30 days' advance written Notice by the Commission, and withhold further payments, except for those necessary allowable costs which the Contractor cannot reasonably avoid during the period of suspension. The Notice of Suspension shall state the reason for the action, the effective date of the Suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished;
- (b) Terminate the Contract for cause, in whole or in part, upon 30 days' advance written Notice by the Commission. The Notice of Termination shall state the reason for the action, the effective date of the Termination, the manner in which accounts will be settled and the contract closeout procedures to be followed. As of the effective date of a Termination for cause, the Contractor shall immediately cease incurring additional obligations of Contract funds. The Contractor shall have no right to utilize Contract funds to pay any costs incurred after the effective date of a Termination for cause. The Contract shall be subject to a final audit under Section 3.08 Audit;
- (c) Terminate the Contract for cause, in whole or in part, immediately effective upon Notice, whenever the Commission determines that the Contractor has jeopardized the safety and welfare of the public, 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 pursuant to this provision shall state the reason for the action, the effective date of the Termination, the manner in which accounts will be settled and the Contract closeout procedures to be followed. As of the effective date of such a Termination for cause, the Contractor shall immediately cease incurring additional obligations of Contract funds. The Contractor shall have no right to utilize Contract funds to pay any costs incurred after the effective date of the Termination. The Contract shall be subject to a final audit under Section 3.08 Audit;
- (d) Use any other remedy or remedies that may be legally available; and
- (e) Require the Contractor to supply such work product, including close-out reports and work in progress, that the Commission deems appropriate, free of charge.

Section 4.03 Mutual Termination. The Commission and the Contractor may mutually terminate the Contract, in whole or in part, when both parties agree that its continuation will not produce beneficial results commensurate with the further

expenditure of funds that benefit the citizenry of the State. In such case, the parties shall agree, in writing, upon the termination conditions.

V ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey, including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract may not be assigned by the Contractor, in whole or in part, without the prior written consent of the Commission. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the Contract. Whenever the Contractor intends to subcontract any work or services under the Contract, the subcontract must be consented to in writing by the Commission prior to the Contractor's entry into the subcontract. It is understood, however, that consent of the Commission to the subcontract in no way relieves the Contractor of its full obligations under the Contract. The Contractor shall at all times give personal attention to the fulfillment of the Contract and shall keep all work and services under its control. Consent to the subcontract 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 Contractor's request for the making of a subcontract between the Contractor and its chosen subcontractor. The Contractor shall be responsible for all work and services performed by the subcontractor and such work and services shall conform to the provisions of the Contract. The Contractor shall cause all subcontractors to be subject to all applicable terms and conditions of the Contract.

Section 5.03 Contract Transition In the event services end by either Contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Commission, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the Commission to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the Contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the Commission invokes the transitional period clause.

Section 5.04 Change in Ownership/Merger/Acquisition If, subsequent to the award of this Contract the Contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Executive Director, Juvenile Justice Commission:

- a. Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. Federal Vendor Employer Identification Number.

The documents must be submitted within thirty (30) days of the completion of the merger or acquisition. Failure to do so may result in termination of the Contract pursuant to Section 4.02.

If, subsequent to the award of this Contract, the Contractor's partnership or corporation shall dissolve, the Contractor shall notify the Commission's Executive Director in writing immediately. All responsible parties of the dissolved partnership or corporation must submit the names of the parties proposed to perform the Contract and the names of the parties to whom payment should be made. The Commission will not make payment before all parties to the dissolved partnership or corporation submit the required documents to the Commission's Executive Director.

Section 5.05 Client Fees. Other than as provided for in the Annex(es), the Contractor shall impose no fees or charges of any kind upon recipients of Contract services.

Section 5.06 Insurance. The Contractor shall maintain insurance of the types and in the amounts set forth in the Annex(es). The State shall be included as an additional insured on any insurance policy applicable to the Contract. Should the Contractor fail to pay any premium on any insurance policy when due, the Commission may pay the premium and, upon Notice to the Contractor, reduce payment to the Contractor by the amount of the premium payment.

The Contractor shall, prior to the commencement of the work required under the Contract, provide the Commission with a valid original Certificates of Insurance as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required above.

The certificates shall provide for thirty (30) days written notice to the Commission prior to any cancellation, expiration or non-renewal of insurance during the term required in the Contract, extensions and/or modifications thereto. The Contractor shall further be required to provide the Commission with a valid original certificate of renewal of the insurance upon the expiration of the policies. The Contractor shall also, upon request, promptly provide the Commission with copies of each policy required under the terms and conditions of this Standard Language Document and the Contract, certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the State's address as listed herein.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms and conditions of this Standard Language Document and the Contract to maintain insurance, said certificates shall be acceptable, but the vender shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Commission is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of the terms and conditions of this Standard Language Document or the Contract, the Commission may refuse to make payment of any further amounts due under the Contract or refuse to make payments due or coming due under other agreements between the Contractor and the Commission. The Commission, in its sole discretion, may use funds retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the Commission may either suspend work under the Contract or proceed to default the Contractor and thereby terminate the contract.

Section 5.07 Indemnification. The Contractor 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 the Contract; or (2) any failure to perform the Contractor's obligations under the Contract or any improper or deficient performance of the Contractor's obligations under the Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in the Contract.

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

Section 5.08 Warranty of Non-Influence. In executing the Contract, the Contractor warrants that it has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding; and that all statements made by it in its proposal and in the

Annex(es) are true and correct, and made with full knowledge that the State and the Commission have relied upon the truth of these Statements in awarding the Contract. The Contractor further warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. Breach or violation of this warranty may result in the penalties set forth in N.J.S.A. 52:34-15.

Section 5.09 Exercise of Rights. A failure or a delay on the part of the Commission or the Contractor in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. The failure of the Commission or the Contractor to take any action in response to any breach of the Contract shall not be deemed as a waiver of the right to take action in response to subsequent breaches of the same or any other term or condition of the Contract. Nothing contained herein shall be construed to limit the rights or remedies available to the parties in law or equity or elsewhere under the Contract.

Section 5.10 Independent Contractor Status. The relationship of the Contractor to the State and the Commission is that of an independent contractor and, in accordance with its status as an independent contractor, the Contractor covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the State by reason hereof. The Contractor will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

Section 5.11 Executive Order No. 189. Executive Order No. 189 established 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 contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other 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 contractor 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 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 contractor shall be reported in writing forthwith by the contractor to the Attorney General and the State Ethics Commission.

No contractor 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 contract 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 N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, 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 contractor 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 contractor 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 contractor 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 contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate.

Section 5.12 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 5.13 Ownership of Materials. Ownership of all data, material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the Commission pursuant to this contract shall belong exclusively to the Commission. The computer code developed by the Contractor specifically for the Commission will be owned by the Commission. In the event the Contractor is unable to support this project for the term of the contract, the Contractor shall provide the JJC access to the computer code free of charge.

The Commission reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Commission or federally funded contract or subcontract.

Section 5.14 Successor Contracts. If an audit or Contract closeout procedure reveals that the Contractor has failed to comply with the terms and/or conditions of the Contract, the Commission reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other contract entered into between the Commission and the Contractor.

Section 5.15 No Third Party Beneficiaries. The Commission and the Contractor specifically agree that it is not intended by any of the provisions of any part of the Contract to make any individual or entity a third party beneficiary hereunder or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

Section 5.16 Limitations of Liability. In no event, whether under the provisions of the Contract, as a result of breach hereof, tort (including negligence) or otherwise, shall the State or the Commission be liable to the Contractor for any special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenues, cost of capital or interest of any nature.

Section 5.17 Commission's Approval of Personnel. Where written approval by the Commission is required for a person whose services are to be provided by the Contractor, the Contractor shall not remove such person without the Commission's prior written approval. The Commission reserves the right to have such person replaced if, in the judgment of the Commission, any such person proves unsatisfactory.

Section 5.18 Commission's Right to Withhold Payments. The Commission has the right to withhold from payments due the Contractor such sums as are necessary to protect the Commission and the State against any loss or damage which may result from negligence or the unsatisfactory performance of services by the Contractor, failure by the Contractor to perform any of its obligations as stipulated in the Annex(es), or for claims filed against the Contractor or the State or Commission relating to or resulting from the services provided or to be provided by the Contractor.

Section 5.19 Sufficiency of Funds. The Contractor agrees that this Contract is contingent upon availability of appropriated funding to the Commission.

Section 5.20 Responsibility to file annual disclosure statement on political contributions The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (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 contractor'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

A perspective Contractor with a proposed contract ceiling of \$17,500 or more, shall comply with the provisions of N.J.S.A.19:44A-20.18 through the proper completion and submission of a Disclosure of Political Contributions Certification document to the Commission. A Contractor may request this document through the Commission's Budget and Finance unit or the New Jersey Department of Treasury's Division of Purchase and Property. The Contractor shall enter into no contract or subcontract with the Commission unless until this document has been properly completed, submitted and approved by the New Jersey Department of Treasury, Division of Purchase and Property.

[SIGNATURE PAGE FOLLOWS]

CONTRACT SIGNATURES AND DATES

The terms of the Contract and the Annex (es) have been read, understood and agreed to by the persons whose signatures appear below. The parties agree to comply with all terms and conditions of the Contract.

CONTRACTOR:

JUVENILE JUSTICE COMMISSION:

(Print Name)

Dr. Jennifer LeBaron

(Print Name)

SIGNATURE

SIGNATURE

TITLE: _____

TITLE: Acting Executive Director

DATE: _____

DATE: _____

APPROVED:

Matthew J. Platkin
ACTING ATTORNEY GENERAL OF NEW JERSEY

BY: _____
(Signature)

Contract Effective Date _____

Contract Expiration Date: _____

Contract Number: _____

TITLE: _____

Contract Ceiling: _____