

**N. J. DIVISION OF MENTAL HEALTH SERVICES  
FUNDING AWARD FOR STATE FISCAL YEAR 2015**

(as revised 5-23-2014)

<b>AGENCY:</b>	<b>Preferred Behavioral Health of New Jersey</b>
<b>CONTRACT NUMBER:</b>	<b>60210</b>
<b>CONTRACT PROGRAMS:</b>	<b>Super Storm Sandy Recovery and Rebuilding Initiatives Supportive Housing for Individuals with a Substance Use Disorder</b>
<b>DMHS AWARD FOR FY 2015:</b>	<b>\$1,203,750</b>

	<u>FY 2015</u>	<u>FY 2016</u>
<b>2015 CONTRACT BASE:</b>	<b>\$1,046,250</b>	<b>\$261,563</b>
<b>ADD: One Time Consumer Costs FY 15</b>	<b>\$157,500</b>	<b>\$0</b>
<b>ADD: One Time Consumer Costs FY 16</b>	<b>\$0</b>	<b>\$0</b>
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<b>FY 2015 &amp; PLANNED FY 2016 AWARDS:</b>	<b>\$1,203,750</b>	<b>\$261,563</b> <sup>#</sup> = 1,465,313

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER: Preferred Behavioral Health of New Jersey \_\_\_\_\_ DATE: 06/06/2014

CONTRACT #: 60210 \_\_\_\_\_ THIS ANNEX B-2 SUPERCEDES THE  
ANNEX B-2 DATED: N/A \_\_\_\_\_

Federal I.D. #: 22-2196988 \_\_\_\_\_

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SECTION I: RATES

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PROGRAM/ SERVICE	UNIT OF SERVICE	RATE PER SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD FROM TO
SSBG Sandy SUD	1 Month	\$2,906.25 per month	Fixed	7/1/2014 to 9/30/2015

\*THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

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SECTION II: CONTRACT STIPULATIONS

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- A. The service capacity of the Provider Agency is 30 Beds for the term of this Contract. (Check here if not applicable : )
- B. The Provider Agency shall submit to the Department a (  ) monthly, (  ) quarterly, (  ) semi-annual, (  ) annual report certifying to the actual program expenditures consistent with the Provider's approved budget set for the in the Contact Budget. This report is due \_\_\_\_\_ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable: )
- C. The Provider Agency shall submit to the Department a (  ) monthly, (  ) quarterly, (  ) semi-annual, (  ) annual report certifying to the actual units of service delivered during the reporting period. This report is due ten days after the end of the reporting period. (Check here if periodic unit of service reporting is not applicable: )
- D. Other: (Specify reporting requirements if B and C above are not applicable.)

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SECTION III: GENERAL

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- A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) as applicable is found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the the conditions that: (1) no costs other than Provider Agency costs were included in the Annex B as finally accepted; (2) all costs reflected in the Contact's Reimbursable Ceiling are allowable under the governing cost principles; and (3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
  - 1. Provisional: a provisional rate is a temporary or interim rate and is subject to the adjustment on the basis of a final rate calculated when actual costs are reported.
  - 2. Fixed: a fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specific period, usually one year.
- C. Notification of State agencies: Copies of this document may be furnished to other State agencies as a means of notifying Them of the information it contains.
- D. Other:

## CONTRACT ADDENDUM

### SSBG HURRICANE SANDY SUPPLEMENTAL FY 2013 FUNDS

**Contract Number: 60210**


**Name of Organization: PREFERRED BEHAVIORAL HEALTH of NJ**

The undersigned acknowledges and accepts the below requirements:

1. Eligibility to receive services funded through SSBG Supplemental Funds is limited to
  - Individuals and families must have been impacted by Hurricane Sandy between October 28, 2012 to October 30, 2012 having resided in one of the following ten counties: Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson, Middlesex, Monmouth, Ocean and Union.
  - Individuals who are US citizens or legal residents.
  - Individuals who do not have third party coverage for the requested service, or whose coverage is not adequate to pay for the service. No means test will be employed to determine eligibility; however applicant need must be demonstrated.
  - Meet program specific eligibility criteria for services included in the intended use plan.
  - Services must be directed to one or more of five social services goals of the SSBG program and services as outlined in Title XX of the Social Security Act.
  - These will be documented by the provider organization in the individual's clinical record.
  - The five social service goals are:
    - Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency;
    - Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
    - Preventing or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating, or reuniting families;
    - Preventing or reducing inappropriate institutional care by providing for community – based care, home –based care, or other forms of less intensive care; and
    - Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.
  - Administrative costs including planning and evaluation, personnel training directly related to the provided services, licensing activities, and overhead costs can be funded with SSBG Hurricane Sandy funds.

**CONTRACT ADDENDUM**

2. SSBG Supplemental Funds are considered "last dollar in" for this service component. Other funding sources such as DMHAS funding in the existing contract, third party insurance and Medicaid must be pursued and shown as off-setting revenue in the ROE.
3. SSBG Supplemental Funds are clustered and will be tracked and reported separately from other DMHAS funding.
4. SSBG Supplemental Funding is subject to program-level risk assessments to identify potential vulnerabilities for both compliance and transparency purposes in one or more of the five social service goals (Refer to Number 1. above).
5. Per the Governor's Executive Order No. 125, contractors are subject to penalties, including suspension of funds, return of funds, and other actions as determined for non-compliance or illegitimate use of SSBG Supplemental Funding. (Copy is attached).
6. All grantees must implement internal controls that result in assurances that all SSBG Supplemental Funding are authorized, reasonable, allowable and correct.
7. SSBG Supplemental Funds must be obligated and expended by September 30, 2015. New Jersey can pay for services completed through September 30, 2015 until the ACF Report due date on December 30, 2015. The time period to expend the SSBG Sandy relief funds was stated in *The Disaster Relief Appropriations Act, 2013 [Public Law (P.L.) 113-2]*, that was signed into law on January 29, 2013.



Agency Representative

8/13/14

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Date

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA) \*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 60210 \_\_\_\_\_ for Contract

Period 07/01/2014 \_\_\_\_\_ to 09/30/2015 \_\_\_\_\_.

Agency: PREFERRED BEHAVIOUR HEALTH of NEW JERSEY \_\_\_\_\_

**Certification:**

We certify that the information contained in, or included with, this contract document is accurate and complete.

*Mary Pat Angelini*

*8-13-13*

Chairperson, Board of Directors

Date

*Mart H. Fisher*

*8/14/14*

Executive Director

Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Mary Pat Angelini  
Name

President  
Title

Michael Blatt  
Name

COO  
Title

Kevin Lemaszewski  
Name

CFO  
Title

NEW JERSEY DEPARTMENT OF HUMAN SERVICES (DHS)  
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES (DMHAS)

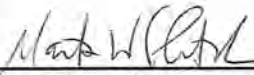
ANNEX C

Supporting Information for Contract #60210 for the Contract Period 07/01/2014 to 09/30/2015 \_\_\_\_\_

Provider Agency Name: Preferred Behavioral Health of New Jersey

CERTIFICATION:

We certify that the information contained in, or included with, this contract document is accurate and complete to the best of our knowledge, and that our provider organization will operate in conformity with the DHS and DMHAS policies / standards listed below.

  
\_\_\_\_\_  
Signature - Chairperson, Board of Directors

8/14/2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature - Executive Director

8-13-14  
\_\_\_\_\_  
Date

COMPLIANCE WITH MENTAL HEALTH POLICIES:

The Provider Agency shall comply with all applicable regulations promulgated pursuant to these mental health laws:

- The Community Mental Health Services Act (N.J.S.A. 30:9A);
- The Mental Health Screening Law (N.J.S.A. 30:4-27.1 et. seq.);
- The Community Residence for the Mentally Ill Law (N.J.S.A. 30:11B-1 et. seq.)\*

The specific Regulations and Standards associated with these laws are contained in the N.J. Administrative Code, in the following sections: Screening and Screening Outreach (N.J.A.C. 10:31); Community Residences for the Mentally Ill (N.J.A.C. 10:37A); Management and Governing Body (N.J.A.C. 10:37D); Outpatient Service (N.J.A.C. 10:37E); Adult Partial Care (N.J.A.C. 10:37F); General Provisions for DMHAS-Funded Community Services (N.J.A.C. 10:37, Subchapters 1-10); Intensive Family Support Services (IFSS) (N.J.A.C. 10:37I); Program of Assertive Community Treatment (PACT) (N.J.A.C. 10:37J); Advance Directives for Mental Health Care (N.J.A.C. 10:32); Mental Health Licensing (N.J.A.C. 10:190).

The above-referenced Regulations and Standards are also contained on the Division's website at [www.state.nj.us/humanservices/dmhs/info/notices/regulations/index.html](http://www.state.nj.us/humanservices/dmhs/info/notices/regulations/index.html).

*\* Please be advised that effective 07/01/2011 residential services should have the capability to **arrange** for recreation but may not **provide** recreational activities using DMHAS funding or Medicaid reimbursement. DMHAS will initiate the process to revise the regulations accordingly.*

Provider Agencies managing rental subsidy funds provided by DMHAS must comply with the DMHAS "TENANT & PROJECT BASED RENTAL SUBSIDY PROGRAM POLICY" which is in effect during the contract term.

The Provider Agency shall maintain licenses for programs which require licenses on-site, and will provide DMHAS a current listing of all licensed programs.

**COMPLIANCE WITH DMHAS CONTRACTING POLICIES:**

In addition, the Provider Agency shall comply with the Department's Contract Policy & Information Manual (CPIM) and Contract Reimbursement Manual (CRM).

It is understood that this contract of the Division of Mental Health and Addiction Services is organized by program area, and that DMHAS funding shall be treated as last-dollar-in, with the exception of DMHAS Operational Incentive adjustments, or unless noted below:

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Department Policy (CRM 6.1-6.4) specifies that interim contract expenditure reports may be prepared utilizing the cash or accrual basis of accounting, with the final report conforming to the "**modified accrual**" basis (accrued revenues/expenses recognized up to ninety (90) days after contract expiration). The Provider Agency shall comply with this reporting method, unless noted below:

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Provider Agency Name: Preferred Behavioral Health of NJ, Inc.

Provider Agency Contact Person / title with medical/legal responsibility for the agency's clinical treatment program:

<u>Janet Pisani</u>	<u>Medical Director</u>
Name	Title

**DOCUMENTS**

In accordance with DHS policy (P1.01) and/or Division protocol, the Provider Agency is required to submit certain supporting documents to this Division as part of the services contract package. Some information is non-recurring in nature and shall be submitted once and maintained in the Division's Permanent contract Files. Other documents are updated periodically, or issued annually, and these must be submitted with each renewal of your DMHAS contract; these documents will be maintained in the Division's Current Contracts File. A listing of each type of supporting documents is detailed on the "Permanent File Checklist for Annex C", available via the DMHAS Community Services Contracting website at [http://www.state.nj.us/humanservices/dmhs/info/csc/Permanent\\_file\\_attachment\\_Annex\\_C.xls](http://www.state.nj.us/humanservices/dmhs/info/csc/Permanent_file_attachment_Annex_C.xls).

**Please note that it is the responsibility of the Provider Agency to submit updated materials to DMHAS as changes occur.** Please use this form to indicate updated/new documents that are included with this CFA.



**Cultural/Linguistic Accessibility Information**

*(Please attach additional pages if needed)*

1. Describe the agency's activities to minimize social, linguistic and cultural barriers to the provision of mental health services for multicultural populations within your service area. If your agency currently does not have a system to meet such needs, what action(s) will the agency take to ensure that the needs of bilingual/bicultural clients are served?

To ensure that the needs of bilingual/bicultural consumers are met, our Quality Improvement Department maintains oversight of cultural competence. We have a staff member responsible for this area, and Preferred Behavioral Health has a Cultural Competence Committee. This Committee, which meets monthly, has representation from a variety of service modalities and is comprised of culturally diverse individuals. They receive technical assistance from the Family Service Association Multi-cultural Competence Center. The Committee is very active, and, to date, has performed tasks such as policy reviews, a staff survey and development of a Cultural Competence Plan for the organization. They have also organized events to raise employee awareness of culture, including a poster contest, international food tasting (A Taste of Culture) and March Movie Madness. They are currently planning a lecture series on various cultures with speakers from our community. We also include cultural competence messages in our Weekly E-Newsletter, which goes out to all staff.

2. Describe personnel or related policies that address staff recruitment, training and development practices, as well as the provision of translators, interpreters, and/or other assistance to assure cultural and linguistic accessibility.

Preferred Behavioral Health employs a culturally diverse and multi-lingual workforce to help us to best respond to the needs of our consumers. We recruit employees at job fairs in the community as well as on college campuses, to reach a diverse cross-section of individuals. Our employment advertisements state that we are an Equal Opportunity Employer. Our staff is required to have annual cultural competence training. To insure linguistic accessibility, we utilize the AT&T Language Line. We also use interpreters, when needed. Our signage and forms are in both Spanish and English. Our personnel policies and practices are culturally sensitive, for example, those around religious practice accommodation and dress code. We strive to maintain a workforce that is representative of our service area and our consumers.

Provider Agency Name: Preferred Behavioral Health of N.J., Inc.

Provider Agency Contact Person and title for Cultural/Linguistic Accessibility Issues:

Julie Vanore  
Name

Vice President  
Title

## GENERAL INSTRUCTIONS FOR DMHAS CONTRACT AGENCIES

1. Most of the information requested in the contract application is self-explanatory. However, for your easy reference, certain service definitions and budget instructions are printed on the back of Annex A and Annex B pages. If any procedure or instruction is not clear, please call your assigned Contract Administrator at (609) 777-0628.
2. All DMHAS contracts, unless otherwise noted, are cost related contracts. You should familiarize yourself with the policies and procedures governing Department of Human Services cost related contracts, contained in the Contract Policy and Information Manual and the Contract Reimbursement Manual. The manual can be found at [www.state.nj.us/humanservices/ocpm/home/resources/manuals/index.html](http://www.state.nj.us/humanservices/ocpm/home/resources/manuals/index.html).
3. Your attention is specifically directed to the sections on allowable and unallowable costs; contract modifications; and financial audit requirements. If you do not have a copy of either manual (only one copy per agency) or if you want to discuss any of these contract policies/procedures, please call your DMHAS Contract Administrator.
4. The Standard Language Document (also known as the “boilerplate”) is a key contractual document. Please read this document carefully and understand all provisions as they apply to your contract.

## CONTENTS OF A COMPLETE DMHAS CONTRACT APPLICATION

Please check your Consolidated Funding Application (contract), prior to final submission to DMHAS, to insure that all of the following materials are included:

- Two (2) copies of DHS Standard Language Document (boilerplate) with original signature, signed in blue ink;
- Contract Information Form, a legal sized page listing all contracts with DHS components, including funding amounts and contact persons, with original signature, signed in blue ink;
- Annex A, the summary of program commitments, which form the basis of the contract. If your proposed service cannot be easily categorized within the Annex A document, please provide a narrative service description and contact your assigned DMHAS Program Analyst;
- Annex B, the DHS approved budget document, which describes the DMHAS funding commitments for the contracted services, within the framework of the agency's total operating budget. The Annex B document includes the Summary Page; Detail Pages; and all Schedules and Attachments required by DMHAS and/or the Department of Human Services;

*NOTE: Provider Agencies are required to submit their Annex B information via diskette, or e-mail, utilizing the DMHAS Budget Matrix/Schedules Software program.*

- Annex C, the DMHAS Supporting Information document with original signature, signed in blue ink on the cover page. Please be sure that the items requested are either attached, or already on file with DMHAS.
- DMHAS Cluster Designation Form with original signature, signed in blue ink, if applicable;

*NOTE: Signature stamps, photo copies or electronically generated signature submissions will NOT be accepted for any documents described above.*

*→ For assistance in interpreting or completing any of the above noted documents, please contact your Contract Administrator.*

*NOTE: All of the documents listed above are available online by visiting the DMHAS Community Services Contracting website at <http://www.state.nj.us/humanservices/dmhs/info/csc/>.*

- Current and valid insurance certificate listing DMHAS as an additional insured (*an endorsement to an insurance policy extending the coverage to the State of New Jersey, Department of Human Services and its Departmental Component against lost in accordance with the terms of the policy*);
- Indirect cost rate plan, if applicable.

## INVOICES AND PAYMENTS

DMHAS payments to agencies for contracted services are normally made on an installment basis, to insure that payments are made for services actually delivered, and to provide agencies with an adequate flow of funds to avoid cash shortfalls.

Agencies can request payment via either a "fixed advance" basis or a reimbursement basis depending on their cash flow requirements. Those agencies selecting the fixed advance basis will receive a one-month advance at the start of their contract year. On a limited basis, the Division will review requests from agencies to be paid on a two-month advance basis. Agencies making such requests must provide compelling justification (including a cash flow analysis) that their cash flow situation requires a two-month advance. Agencies approved for a two-month advance basis will receive a two-month payment at the start of the contract year.

***NOTE: Initial advance payment cannot be made until the contract is signed and approved and the contract term has begun.***

One-month advance agencies will receive eleven (11) subsequent installments, paid at the beginning of each month. Two-month advance agencies will receive ten (10) subsequent installments, paid at the beginning of each month, with no payment being made in the final month.

Agencies receiving payment on the reimbursement method should submit their invoices either slightly before the end of the payment period or after the payment period has concluded. Reimbursement agencies are encouraged to submit their invoices on a quarterly basis along with their quarterly ROE's. Invoices submitted on a monthly basis, however, will be accepted. Payments will be based on either (1) the actual expenditures for the payment period as reported in the quarterly ROE or (2) the pro-rated portion of the ceiling applicable to the payment period.

If not already doing so, please consider receiving your payments via the Electronic Funds Transfer (i.e., EFT, a.k.a. "Automatic Clearing House") method.

- With "electronic fund transfers" the Division can usually schedule the payment to "arrive" (i.e., "clear") by the end of the month preceding the advanced month.
- The Division cannot, however, guarantee the arrival date of a check received via the US Postal Service. Our advance payments are **made on or about the first of the month** for which the advance is being paid.
- Payments will usually be approved for processing (i.e., the "check date") on or about the 25<sup>th</sup> of the month, unless the 25<sup>th</sup> is a weekend or a holiday, in which case, the processing date will be the next business day.

→ *Contact your Contract Administrator for additional information concerning the EFT process.*

In addition be advised that the State of New Jersey provides payment information to vendors over the internet. It is called "**Vendor Payment Inquiry**". This internet application provides vendors and third party providers with historical payment information. Vendors/third party providers **may also** review the status of their forthcoming scheduled payments. This feature will be especially helpful to those vendors receiving payments via the electronic fund transfer (i.e., EFT) or automatic deposit.

***NOTE: Information contained on a check stub will be visible via the Web Vendor Inquiry function.***

→ *Contact your Contract Administrator for information regarding the Web Vendor Inquiry process.*

Payment from DMHAS for contracted services requires cooperation and understanding in the following areas:

1. Fixed advance payment agencies will not be required to submit payment vouchers. Payments to these agencies will be made automatically. Agencies on the reimbursement method will be required to submit official State invoice/payment vouchers. The voucher should contain information identifying the contract number, term, period for which reimbursement is being requested and amount and must be signed by the responsible agency official in the Payee Declaration Section (NOT the Certification Section).
2. Agencies on the fixed advance system should expect to receive their first payment on or before the middle of the first month of their contract period. Subsequent payments should be received on or about the first day of each month for one-month advance agencies and by the end of the first week for two-month advance agencies. Reimbursement agencies will normally receive their checks approximately two weeks following receipt of DMHAS of a properly completed payment voucher.
3. Payments may be suspended by DMHAS if quarterly/final program (QCMR), expenditure (ROE) or audit reports are not received within the prescribed timeframes.
4. Final payments for both fixed advance and reimbursement agencies will not be made until DMHAS receives and reviews the agency's third quarter ROE and payments may be reduced or withheld based on the results of such reviews.

→ *For further assistance with DMHAS payments or invoices, please contact **Christopher Schwartz** of the DMHAS Office of Fiscal and Management Operations at (609) 777-0615.*

## QUARTERLY REPORTS

All DMHAS contract agencies are required to submit a quarterly service report, known as the Quarterly Contract Monitoring Report (QCMR), and a quarterly expenditure report, known as the Report of Expenditures (ROE).

### QCMR

The QCMR is the corollary document to the Annex A. The Annex A lists the contractual service commitment, while the QCMR provides a quarterly accounting of services actually provided. Currently the QCMR must be completed and submitted to the Office of Research, Planning and Evaluation via email to the following address: [dmhs.qcmr@dhs.state.nj.us](mailto:dmhs.qcmr@dhs.state.nj.us) within thirty (30) days of the end of the reporting period. Failure to submit QCMR data within the specified time frame may result in the withholding of DMHAS funds.

Beginning with the first quarter (Q1) of the State Fiscal Year (SFY) 2015 (July – September 2014), all DMHAS-contracted mental health agencies must submit their SFY 2015 QCMR data via DMHAS' new web-based QCMR System available at: <https://dmhas.dhs.state.nj.us/qcmr/>. Agency access credentials, training, provision of relevant documentation, and technical assistance will be facilitated by DMHAS' Office of Research, Planning, Evaluation and Information Systems Technology Systems (ORPEIST).

Copies of QCMR forms can be downloaded from the DMHAS website if needed. For technical assistance with the QCMR System, please contact the NJAMHAA QCMR help-desk at [ITHelpdesk@njamhaa.org](mailto:ITHelpdesk@njamhaa.org) or via telephone at (609) 838-6064. If additional assistance is required, please submit your questions electronically to the Office of Research, Planning, and Evaluation at [dmhs.qcmr@dhs.state.nj.us](mailto:dmhs.qcmr@dhs.state.nj.us) or by fax (609) 341-2319.

→ *Please contact your Program Analyst for questions regarding the QCMR process.*

### ROE

The Report of Expenditures/Income (ROE) is the corollary document to the Annex B (budget). Expenditures and income are reported quarterly, but the ROE is a cumulative report which incorporates all expenditures and income reported during previous contract quarters. The ROE must be completed and submitted to your assigned Contract Administrator no later than thirty (30) days after the end of the report period. The Final ROE must be submitted no later than one-hundred twenty (120) days after the end of the contract period.

There is a difference between the amount of information required for Interim ROEs (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> quarter ROE's) and the Final (5<sup>th</sup>) ROE. The Final ROE must include **all** schedules and attachments, whereas the interim ROEs must contain only the expenditure summary pages, and detail pages 1-10, and Attachments I, II, and III.

*NOTE: All DMHAS contract providers must submit their ROEs on diskette or via email, utilizing the Division's Budget Matrix/ROE software, unless an exception has been granted.*

Finally, all ROE's must contain the signature of the responsible agency officials, attesting that the information is accurate and prepared in accordance with the Department of Human Services policies. For ROE's submitted via diskette, a separate Certification Statement must be signed and enclosed.

→ *For assistance in completing or interpreting the ROE, please contact your Contract Administrator.*

### USTF

The USTF is the Division's Client Registry reporting system. A client registry form should be completed for each client upon admission, transfer, and termination. Currently the USTF data file must be submitted quarterly to the Office of Research, Planning and Evaluation via email to the following address: [dmhs.ustf@dhs.state.nj.us](mailto:dmhs.ustf@dhs.state.nj.us) within thirty (30) days of the end of the reporting period. Failure to submit USTF data within the specified time frame may result in the withholding of DMHAS funds.

Copies of the forms and USTF manual are posted on the DMHAS website. For technical assistance with the USTF System, please contact the NJAMHAA USTF help-desk at [ITHelpdesk@njamhaa.org](mailto:ITHelpdesk@njamhaa.org) or via telephone at (609) 838-6064. If additional assistance is required, please submit your questions electronically to the Office of Research, Planning, and Evaluation at [dmhs.ustf@dhs.state.nj.us](mailto:dmhs.ustf@dhs.state.nj.us) or by fax (609) 341-2319.

#### Bed Enrollment Data System (BEDS):

The Bed Enrollment Data System (BEDS) is a secure, web-based software application designed to expedite the placement of consumers into DMHAS Supportive Housing, as well as to track the utilization and availability of those resources. BEDS is to be used by DMHAS contracted Supportive Housing and Residential providers, and DMHAS staff alike to: 1. locate available housing opportunities/slots for DMHAS consumers, 2. provide an accounting of Supportive Housing resources in real-time, and 3. enhance provider accountability in contractual obligations to DMHAS. Providers contracted by DMHAS for Supportive Housing and Residential services are contractually obligated by DMHAS to use the BEDS system. The success and reliability of the system is contingent on consistent and diligent use of BEDS by both DMHAS and its providers. Since the system is a web-based application, and the information provided is real-time, the expectation is that the providers maintain current information in the system including admissions, discharges and timely responses to referrals in accordance with AB 5:11. For technical assistance with the BEDS System, please contact the Office of Research, Planning and Evaluation at 609-777-0654 or by fax (609) 341-2319.

**ANNEX C REVIEW AND REPORTING OF UNUSUAL INCIDENTS**

Per N.J.S.A. 10:37-6, 10:37-9.9 and DMHAS Community Incident Reporting Procedures, Provider Agencies are required to develop and maintain an incident review and reporting procedure for monitoring, investigating, and analyzing Unusual Incidents and reporting them to DMHAS. The Provider Agency is required to provide initial and follow-up reports to the Office of Quality Improvement and Specialty Services, per DMHAS Community Incident Reporting Procedures.

The Provider Agency is required to report to the Division the following types of incidents:

- Deaths
- Serious Suicide Attempt
- Suspected Suicide of Client
- Sudden Death of Client
- Serious Injuries on Premises – Client or Staff
- Alleged Cases of Physical Abuse/Assault – Client or Staff
- Property Damage
- Newsworthy Incidents

Provider Agency shall maintain complete records of all Unusual Incidents, including the initial and follow-up reports, investigative materials, as well as reports of conclusions, recommendations, actions to reduce risk or resolve problems, and follow up of corrective actions taken.

→ *For technical assistance, please contact your Program Analyst.*

Provider Agency Name: Preferred Behavioral Health of NJ, Inc.

Provider Agency Contact Person and title for review and reporting of unusual incidents issues:

Lanette Rozier  
Name

V.P. Quality Improvement  
Title



**NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES**  
**Community Unusual Incident Reporting Procedure**

**Purpose**

The purpose of the Community Unusual Incident Reporting System is to establish a means whereby programs licensed by the Division of Mental Health Services:

- notify the Division of the occurrence of unusual incidents;
- evaluate incidents within the context of the agency's daily and overall operations.

DMHAS will collect incident data to:

- gather information for contract monitoring and licensing;
- aggregate incident patterns and trends for planning.

The system is designed to:

- improve service;
- safeguard consumer rights;
- assure consumer and staff safety.

**Policy**

This policy describes procedures for the reporting of unusual incidents by licensed programs to the Division of Mental Health and Addiction Services Central and Regional Offices. The reporting of community incidents is required per N.J.S.A. 10:37-6.108, 10:37-9.9(B.3).

**Reportable Incidents Include:**

1. Death, sudden and unexpected;
2. Death, suspected natural causes;
3. Suicide, suspected or substantiated;
4. Suicide attempt resulting in serious injury\* and/or requiring emergency medical assistance;
5. Serious injury\* to consumers or staff requiring emergency medical assistance;
6. Property damage believed to be suspicious in nature and/or rendering a facility or part thereof unusable;
7. Elopement from a designated screening center, if consumer not returned within 2 hours;
8. Elopement of children or youth from residential services if not returned within 2 hours;
9. Newsworthy – attracting media interest, involving criminal charges, or involving well-known or publicly discussed people;
10. Alleged cases of physical abuse – staff to consumer: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;
11. Alleged cases of physical assault – staff to consumer, consumer to staff, consumer to consumer/visitor: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;

12. Alleged cases of sexual assault – consumer, staff, or visitor: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;

*\* Serious injury includes but is not limited to; any fracture of skull, long bones, ribs, spine or pelvis; head injury, such as concussion; any adult bite to a child; wounds requiring extensive suturing; extensive burns; bodily injuries resulting in gastrointestinal symptoms or genitourinary symptoms; teeth knocked out; injury to eye; injury causing large or multiple hematomas; choking injury leaving marks; any injury leaving marks; any injury requiring hospitalization.*

13. Alleged sexual contact – staff to consumer: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation;

14. Alleged sexual contact – consumer to consumer, if under age 18: resulting in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation.

#### Incident Reporting

- Incidents and allegations, as previously outlined, shall be reported to the DMHAS Program Analyst and/or Regional Quality Assurance Specialist (QAS) as soon as possible, by telephone, no later than one (1) working day following the incident.
- Agency shall submit the initial incident report form by FAX to (609) 943-4272 to the DMHAS Incident Coordinator **AND** the Regional QAS no later than five (5) working days following the date of the incident or allegation. Northern Region Fax: (973) 977-6024, Central Region Fax: (609) 341-2316, Southern Region Fax: (609) 567-4468.

*NOTE: Consumer initials, staff initials and titles, and initials of other individuals involved shall be used.*

#### Follow-up Reporting

The agency shall conduct an internal review of the incident and submit a follow-up report to the DMHAS Incident Coordinator **AND** the Regional QAS no later than forty-five (45) days following the incident.

Follow-up reports shall include, at a minimum:

1. A description of methods used to gather information during the agency's internal review;
2. A description of the incident, including date, category of incident and additional information obtained during the review process;
3. An evaluation of the following in relation to the incident:
  - Adherence to agency practice and standards including interventions, procedures, policies, programming, etc.;
  - Adherence to DMHAS standards;
  - Individual practitioner performance.
4. A description of actions taken by the agency including staff education, revision of policies & procedures, staff debriefing, quality improvement initiatives, staff suspension/termination, etc.;
5. Pertinent findings/conclusions.

Confidentiality

Any and all records, reports or other information, whether written or verbal, which directly or indirectly identifies a former or current consumer receiving services from an agency or hospital must be kept confidential.

For purposes of this policy, individuals within the Division or the reporting agency who are directly involved in reporting, processing, recording or reviewing this information are authorized to have such access. Any and all such information, must be maintained, processed and secured in a manner that provides access only to such personnel.

Staff who fail to maintain confidentiality of such records in accordance with this policy and state law may be subject to disciplinary action by their employer or civil liability by parties claiming that their confidentiality rights have been violated.

**NEW JERSEY DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES**

**Community Unusual Incident Initial Report Form**

*\* To be submitted no later than five (5) working days following the date of the incident or allegation \**

**DMHAS Incident Coordinator Fax (609) 943-4272**

**NOTE:** Follow-up report to DMHAS is due no later than forty-five (45) days following the incident date.

CONFIDENTIAL

The information contained in this report is confidential. If you are not the intended recipient, or the employee responsible to deliver this form to the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited. If you have received this in error, please call (609) 777-0728 immediately.

1. Date of Report: \_\_\_\_\_ 2. Incident Date/Time: \_\_\_\_\_

3. DMHAS License #: \_\_\_\_\_ 4. County: \_\_\_\_\_

5. Agency Name/Address: \_\_\_\_\_

6. Location of Incident: \_\_\_\_\_

7. Programs in Which Consumer is Enrolled: \_\_\_\_\_

8. Name & Title of Staff Completing this Form: \_\_\_\_\_ Phone # \_\_\_\_\_

Contact person, if different from above: \_\_\_\_\_ Phone # \_\_\_\_\_

9. Type of Incident: (Check appropriate categories)

<input type="checkbox"/> Death, Sudden & Unexpected	<input type="checkbox"/> Death, Natural Causes
<input type="checkbox"/> Suicide (Suspected or Substantiated)	<input type="checkbox"/> Suicide Attempt
<input type="checkbox"/> Serious Injury (ies)	<input type="checkbox"/> Property Damage
<input type="checkbox"/> Elopement from a Designated Screening Center	<input type="checkbox"/> Elopement of Children/Youth from Residential Services
<input type="checkbox"/> Newsworthy	
<i>The following five (5) categories are reportable <b>IF</b> the act results in criminal charges, or injuries, or immediate evidence points to the likelihood of substantiation:</i>	
<input type="checkbox"/> Alleged Physical Abuse	<input type="checkbox"/> Alleged Physical Assault
<input type="checkbox"/> Alleged Sexual Assault	<input type="checkbox"/> Alleged Sexual Contact: Consumer to Consumer, if under age 18
<input type="checkbox"/> Alleged Sexual Contact: Staff to Consumer	

10. Provide a brief description of incident being reported; give details of ALL items checked in #9.  
*If necessary, use additional page(s).*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Persons involved: (use initials) *If necessary, use additional page.*

**codes:** P= perpetrator      V= victim      W= witness

Initials (Initial and Title, if Employee)	Role P,V,W	Age	Gender	USTF # if Consumer

12. Were any outside sources contacted (i.e. law enforcement, family, DYFS, etc.)?  Yes  No  
*If yes, please specify:* \_\_\_\_\_

13. Provide the following information for victim: *(If consumer)*

How long has this consumer been receiving services from your agency?
How often is this consumer seen by your agency?
When was this consumer last seen by your agency?
Diagnosis
Medications
Related Medical Problems
Has consumer been discharged within the last sixty (60) days from a STCF, CCIS, State, County or private hospital or another community mental health agency?  <i>Please specify:</i>

14. Provide the following information for alleged perpetrator: *(If consumer)*

How long has this consumer been receiving services from your agency?
How often is this consumer seen by your agency?
When was this consumer last seen by your agency?
Diagnosis
Medications
Related Medical Problems
Has consumer been discharged within the last sixty (60) days from a STCF, CCIS, State, County or private hospital or another community mental health agency?  <i>Please specify:</i>

**DIVISION OF MENTAL HEALTH SERVICES  
ANNEX A  
PERFORMANCE COMMITMENTS  
SUMMARY SHEET**

**AGENCY NAME:** Preferred Behavioral Health

**CONTRACT NUMBER:** 60210

**BUDGET MODIFICATION NO:**  
(O = Original) 0

**Service Commitments from this Period:**  
7/1/2014 to 9/30/2015

**PROGRAM ELEMENT:** Super Storm Sandy Recovery & Rebuilding

**BUDGET MATRIX CODE:** 27

1. PROGRAM ELEMENT COST  
(Annex B, Total Operating Budget. Sum Categories A Through G)

1,307,812.5

*+ 157,500 = 1,465,313*

*↓  
Overtime*

2. TOTAL CLIENTS SERVED  
(Annex A, Level of Summary Sheet, Page 1 of 2, Line 1)

30

3. BUDGETED UNITS OF SERVICE PER YEAR\*  
(Program Element Commitments)

450

4. COST PER UNIT OF SERVICE  
(Line 1 Divided by Line 3 above)

2,906.25

\*Units of Service are taken from each individual Program Commitments page.

# DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES CONTRACT APPROVAL FORM

Contract Agency: PREFERRED BEHAVIORAL HEALTH OF NEW JERSEY

County (or Statewide): OCEAN/MONMOUTH

Contract Number: 60210

Contract Term: 7/1/2014-09/30/2015

DMHAS Contract Ceiling: \$1,465,312.50

Cognizant Department(s): NO

DVRS	_____	_____
DDD	_____	_____
DYFS	_____	_____

Other: \_\_\_\_\_

**Standard Items to Process all Contracts:**

*Included (Y or N):*

- Y Standard language documents: Two (2) originally signed
- Y Fiscal award sheet (Regional Approval –Renee)
- Y Business Associate Agreement (BAA) (if applicable): Originally signed & completed
- Y Annex C: Originally signed & completed
- Y Contact Information Form (CIF): Originally signed & completed
- \_\_\_\_\_ Print out of all related schedules (S file)
- \_\_\_\_\_ Signed cluster form (if applicable): Originally signed & completed
- Y Completed Annex A with QA review sheet
- \_\_\_\_\_ Annex A Addendum sheet (if applicable)
- \_\_\_\_\_ Printout of budget tab w/total clients & units of service included with B-3
- \_\_\_\_\_ PATH Addendum sheet (if applicable): Originally signed
- \_\_\_\_\_ Indirect cost rate plan (in category F of Annex B); \*\*if used need written copy

*OTHER (provide details):*

CONTRACT ADDENDAM FOR SANDY

P1.06 –BOARD RESOLUTION FORM

**DMHAS Staff Approvals:**

*(Initial & Date only after reviewing all proposed contract parameters)*

Contract Administrator: \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_

Supervising Contract Administrator: \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_

*(revised 11.15.2013)*

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 Statues. 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/](http://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.

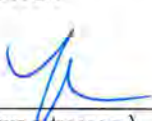
(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

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 \_\_\_\_\_ 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.

BY:   
(signature)

BY:   
(signature)

Mary Pat Angelini  
(type name)

\_\_\_\_\_

Lynn A. Kovich  
Assistant Commissioner  
DMHAS

TITLE: President & CEO  
(type)

TITLE: \_\_\_\_\_

PROVIDER  
AGENCY: Preferred Behavioral  
Health of NJ, Inc.  
(type)

DEPARTMENTAL  
COMPONENT: \_\_\_\_\_  
(type)

DATE: August 13, 2014

DATE: 8/15/14

Contract Effective Date: 7/1/2014

Contract Expiration Date: 9/30/2015

Contract Number: 60210

Contract Ceiling: \$1,465,313

Federal ID#: 22-2196988

Provider Contact Individual: Mary Pat Angelini, President & CEO  
(Print Name)

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department Human Services and **Preferred Behavioral Health of New Jersey** (Agency/Vendor.) for Contract Number **60210** .

This Business Associate Agreement sets forth the responsibilities of **Preferred Behavioral Health of New Jersey** (Business Associate), with an address of **1500 Route 88 West, Brick, NJ 08724** and the New Jersey Department of Human Services, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

**A. Definitions:**

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

- a. "Business associate" shall mean a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Human Services.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
- q. *Underlying Contract:* "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for Preferred Behavioral Health of New Jersey



(summarize contract subject, ie, for specified record management services), designated as Contract (60210).

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

## **B. Obligations and Activities of Business Associate**

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

Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

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

14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.
15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

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

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

**D. Term of Business Associate Agreement**

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

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

3. Effect of Breach of this Agreement.

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

**E. Indemnification and Release**

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of 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 Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

#### **F. Miscellaneous**

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, as it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, HITECH, and HIPAA, as they may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate:            Preferred Behavioral Health of New Jersey  
  
   1500 Route 88 West  
  
   Brick, NJ 08724

Facsimile #                    

Covered Entity:            1.    Privacy Officer  
  
   DMHAS Privacy Officer  
   222 South Warren Street  
   P.O. Box 700  
   Trenton, New Jersey 08625-0700

Facsimile #                    

2.    Assistant Commissioner (specify Division)  
  
   Lynn Kovich  
   Division of Mental Health & Addition Services  
   222 South Warren Street  
   P.O. Box 700  
   Trenton, New Jersey 08625-0700

Facsimile#                    



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

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:



\_\_\_\_\_  
Signature

Lynn Kovich  
Printed Name

Assistant Commissioner  
Title

DMHAS  
Agency

8/13/14  
Date:

Business Associate:



\_\_\_\_\_  
Signature

Michael Blatt  
Printed Name

Exec. VP/COO  
Title

Preferred Behavioral Health of New Jersey  
Agency

August 13, 2014  
Date: