

DEPARTMENT OF CHILDREN AND FAMILIES
Memorandum of Agreement with Rutgers
DCF Superstorm Sandy Data Collection

January 2015

This Memorandum of Agreement (Agreement) made as of this 1st day of January 2015 (the Effective Date), is by and between the New Jersey Department of Children and Families ("NJDCF") and Rutgers, The State University of New Jersey's School of Social Work ("Rutgers"), both instrumentalities of the State of New Jersey (collectively the "Parties").

WITNESSETH:

1. In the aftermath of the October 2012 Superstorm Sandy the New Jersey Department of Children and Families (DCF) developed a portfolio of new services and enhanced existing services and programs in order to address the needs of New Jersey families affected by the storm. As a state agency whose mission includes addressing the emergent needs of fragile children and families, DCF focused its efforts on a number of problems experienced by children and families as a result of the storm. These service areas included supporting children in foster care who may have been displaced from their homes or from their normal support systems; protecting and aiding victims of domestic violence and abuse; and addressing psychosocial needs of high-risk or at-risk children and families, among other service areas.
2. In order to provide essential oversight and monitoring of the federal resources received to support recovery efforts in New Jersey, the Department of Children and Families (DCF) proposes to enter into a memorandum of Understanding with Rutgers, the State University, School of Social Work to collect data through various methods in which local leaders (county human service directors) and service providers from the impacted communities are consulted in order to develop a deeper understanding of the mechanisms by which individuals served by DCF were affected by Superstorm Sandy and the strength and capacity of initiatives to address their needs.
3. The National Center for Disaster Preparedness, originally based at Columbia University ("Columbia") but transitioning a partnership with New York University ("NYU"), has partnered with Rutgers, the State University to conduct a longitudinal study, herein known as the Sandy Child and Family Health ("S-CAFH") Study, that examines Sandy-related health effects, recovery trajectories, evacuation and recovery decision-making and efficacy of formal help mechanisms in New Jersey and New York.
4. The S-CAFH Study will conduct a "community engagement" study in which local leaders (county human service directors), SSBG service providers, and clients and residents from

the impacted communities are consulted in order to develop a deeper understanding of the mechanisms by which individuals served by DCF were affected by Superstorm Sandy and the strength and capacity of initiatives to address their needs. S-CAFH is a longitudinal cohort study of over 1,000 randomly sampled New Jersey households exposed to Superstorm Sandy.

5. Rutgers, through subcontracting with NYU and Columbia, shall leverage and expand this partnership to assist DCF in its data collection efforts to review and analyze the progress of SSBG funded Superstorm Sandy projects and their effect upon individuals served by DCF. The preliminary results of this assessment, collected level of service data from service providers, along with focus groups with providers and service recipients, will assist in this effort.
6. The new data study will include a data collection and sharing meeting on/or before June 30, 2015. The data study will be completed prior to the data collection and sharing meeting.
7. A final report will be prepared detailing the effectiveness and the community impressions of DCF's recovery efforts on providers and individuals affected during Superstorm Sandy.
8. Two departments may unite in cooperative work in lines germane to the duties of each agency and include an agreement for payment or transfer from one department to another of a sum of money through N.J.S.A. 52:14-4;

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

A. Purpose of this MOA

The purpose of this Agreement is for NJDCF to obtain data collection services from Rutgers in furtherance of the S-CAFH Study's efforts to assess the reach and efficiency of the services NJDCF as a whole provides in response to the challenges and needs of clients affected by Superstorm Sandy.

DCF has expressed an interest in exploring four aspects of the service needs and utilization of New Jersey children and families susceptible to the stressors of the storm:

- 1) Determining the reach and efficiency of the emergent services system deployed to identify and address the needs of fragile children and families who were directly or indirectly affected by the storm;

- 2) Understanding the challenges and barriers experienced by both clients and providers in accessing and using this emergent services system;
 - 3) Estimating the type and distribution of population needs, regardless as to whether these individuals or families sought assistance, as well as those storm-related factors that triggered or exacerbated the fragility of children and families;
 - 4) Identifying and communicating the "best practices" associated with serving the needs of these fragile and at-risk children and families.
- I. Period of Performance – is between January 1, 2015 and August 30, 2015.
 - II. Rutgers University will perform the requested services at a total cost of \$221,695 through the use of SSBG Sandy Recovery grant funds.
 - a. Rutgers's subcontract with NYU shall comprise \$74,670 of the total cost.
 - b. Rutgers's subcontract with Columbia shall comprise \$16,375 of the total cost.
 - III. Funds for this study are budgeted in the SSBG administration line item for Superstorm Sandy Recovery funds.

B. The Responsibilities of Rutgers

1. The following deliverables are expected from Rutgers personnel assigned to DCF for this data collection and analysis effort:
 - Work in partnership with DCF's Research, Evaluation and Reporting staff to review collected level of service data from service providers to date
 - Work in partnership with DCF program leads to develop focus groups throughout the state with providers and service recipients to gather qualitative data
 - Work in partnership with DCF Contracting to receive expenditure information to date to analyze expenditures and level of service data
 - Develop and implement a data collection and sharing meeting on/or before August 30, 2015 at DCF's Professional Center in New Brunswick, NJ with a featured speaker and an opportunity for additional assessment opportunities via breakout sessions
 - The team will develop Briefing Memos and Reports summarizing meetings, findings, and analyses as requested

- Ultimately, a final report will be prepared offering more detailed understanding of DCF's recovery efforts to assist in the final preparation of DCF's report to ACF required as part of the administration of the SSBG funding.
2. Monthly expenditure reports and monthly status update meetings. Timesheets shall be required for all personnel involved in the data collection efforts and the final report and analysis.
 3. Rutgers shall submit to DCF, for prior approval, all requests to utilize the funds in the budget approved by DCF on items of expenditures not in the budget or in ways other than as previously approved.
 4. Rutgers shall utilize qualified staff as employees of Rutgers in order to carry out the programs and services set forth in this MOA.
 5. Rutgers shall reimburse its staff for expenses incurred in the course of performing their regular job responsibilities under this MOA including, but not limited to, parking and mileage expense from the funds allocated to Rutgers in the budget approved by DCF.
 6. Rutgers agrees to be subject to all State policies and procedures governing the use of State-owned cell phones and computers after the identification of such policies and procedures by DCF and a copy of the currently in force policy and procedures have been received by Rutgers.
 7. Rutgers shall be responsible, at Rutgers's sole cost and expense, for encrypting and/or protecting any related approved end user devices that may be purchased by Rutgers, on behalf of and for the account of DCF under the budget approved by DCF in support of the MOA. "Related approved end user devices" shall include, but not be limited to, PDAs and cell phones.

C. Responsibilities of DCF

1. DCF shall allocate furnished space (desks or cubicles, chairs, filing cabinets) at and within DCF Area Offices and Local Offices when available or, in the alternative, at and within DCF-leased space in order to accommodate Rutgers staff. DCF will provide space at no cost to Rutgers.
2. DCF shall provide Rutgers staff with information and data to NJ Spirit and Safe Measures (hereinafter, "NJ Spirit") on DCF Area Offices' and Local Offices' shared drives, and other State-owned data systems, as needed, in order to perform the tasks, duties and obligations assigned to Rutgers under this MOA.

3. DCF agrees and acknowledges that it shall at all times be responsible for all costs necessary to run, maintain, preserve, safeguard and ensure the compliance of all computers and all hardware and software applications in accordance with all state and federal law. Such costs shall include, but not be limited to, all costs to encrypt the confidential personal health information (hereinafter "PHI") and other confidential and sensitive information belonging to the children who are the clients of DCF necessary to maintain compliance at all times, including the time that such computers are in the lawful possession and control of Rutgers pursuant to this MOA, with applicable (i) federal and state law for the security and privacy of PHI and (ii) Rutgers School of Social Work Policies relating to safeguarding the security and privacy of PHI, as such Policies are in effect and may change from time to time.
4. a. The Parties understand and agree that Rutgers and its faculty, employees, staff and representatives, in the course of their duties and responsibilities under the MOA, come into possession of PHI and other confidential and sensitive information of patients of DCF.

b. DCF agrees and acknowledges that Rutgers is relying upon DCF's duty under this MOA to encrypt DCF's computers and, as a result of such encryption, the data, including but not limited to PHI, stored on such computers has been safeguarded in accordance with the U.S. Department of Commerce, National Institute of Standards and Technology ("NIST") Special Publication 800-111 (November 2007) (hereinafter, "NIST Standards 2007"), as those standards may be amended, modified and updated from time to time, or in compliance with such other applicable encryption standard as the Parties may agree, in writing, shall apply during the term of this MOA and any renewal or extension thereof.
5. DCF shall be responsible to convene and provide reasonable prompt notice to all relevant DCF and Rutgers staff of quarterly meetings at which Rutgers shall be required to review Rutgers's fiscal expenditures, requests for reimbursement under the budget approved in this MOA, and plans to implement the programmatic services that are funded by DCF under the terms of this MOA. At the sole discretion of DCF, such quarterly meetings may be convened immediately prior or subsequent to any other regularly scheduled meeting by or among the Parties hereto.

D. Insurance:

1. Rutgers shall maintain at its own cost and expense during the Term of this MOA, and any renewals thereof, general and professional liability coverage insuring Rutgers, its faculty, students, employees, staff, and agents against any and all claims for bodily injury and/or death and property damage resulting or arising from the sole

2. Rutgers may use or disclose client specific and patient PHI to provide, manage and administer the services required under this MOA and, consistent with applicable law, to assist in its operations, and may not use or disclose PHI for any purposes not recognized by law unless subject to legal exception. Rutgers may remove identifiers from PHI and use or disclose de-identified patient information as permitted by law. Such PHI shall be securely maintained as required by during the duration of services rendered and through the conclusion of the grant program, but for no longer than three (3) years of the conclusion of the terms of this agreement, at which point the NJDCF records received will be permanently and securely disposed of.

G. Term:

This MOA is entered into as of the date last written below but is made effective as of the execution of this agreement and notice thereof by both parties and its terms shall remain in effect until the completion of the program and any related audits, unless sooner terminated by the Parties as provided for in Section I below ("Termination").

H. Termination:

1. A party may terminate this MOA without cause upon written notice to the other Party. Such termination shall become effective ninety (90) days after the receipt date of that notice, as defined below in Section R, "Notices."
2. DCF, in its sole discretion, may immediately, after providing the appropriate extent of "Notice" defined in Section R below, terminate this MOA prior to its expiration, in whole or in part, whenever it is finally determined that Rutgers has jeopardized the health, safety and welfare of DCF clients, or has materially failed to comply with the terms and conditions of this MOA, or has compromised the fiscal or programmatic integrity of the MOA at any time during a Term.

I. Audit:

At any time during the Term of the MOA and a period of five (5) years after, Rutgers's overall operations, its compliance with specific MOA provisions, and the operations of any assignees or subcontractors engaged by Rutgers, may be subject to audit by DCF, by any other appropriate unit or agency of state or federal government, and/or by a private firm or firms retained or approved by DCF for such purpose. Rutgers School of Social Work shall allow access during

reasonable business hours and upon reasonable prior notice to all relevant business records so as to allow DCF or its agent to conduct any such audit or audits. Rutgers shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to DCF and/or the New Jersey Office of the State Comptroller upon request.

J. Notices:

All notices, copies of notices or other communications required or permitted hereunder shall be written and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by telecopy accompanied by simultaneous mailing by first-class mail, addressed to the Parties at the registered addresses as follows or as may be amended or modified at any time during the Term of this MOA (below):

To DCF:	Latesha Holmes Long Term Recovery Coordinator NJ Department of Children and Families 50 East State Street P.O. Box 717 Trenton, NJ 08625-0717
To Rutgers:	Sowolo Abdulli. Grant /Contract Specialist Office of Research and Sponsored Programs Rutgers, The State University of New Jersey 3 Rutgers Plaza New Brunswick, NJ 08901 Phone 848-932-4016 Email: sowolo.abdulli@rutgers.edu

All notices shall be effective as of the date of delivery of personal notice or five (5) days after deposit of such notice in the United States mail, whichever is applicable.

performance of services or omissions of Rutgers, its faculty, students, employees, staff and agents under this MOA. Rutgers shall provide for coverage through a purchased program of commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and a program of self-insurance which shall protect Rutgers against claims solely arising from the professional liability within limits of not less than \$1 million per claim and \$3 million in the aggregate.

2. DCF is an entity of the State of New Jersey and is covered by the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. DCF's program of self-insurance and policies shall be governed by the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

E. No Indemnification by The Parties:

1. Notwithstanding any provision in this MOA to the contrary, Rutgers, as an instrumentality of the state does not agree to indemnify or hold harmless any other person and/or any other party to this MOA.
2. DCF hereby releases Rutgers from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the DCF's performance of the obligations assumed by DCF pursuant to this MOA.
3. Rutgers hereby releases DCF from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with Rutgers School of Social Work's performance of the obligations assumed by Rutgers pursuant to this MOA.

F. Confidentiality of Records and Information:

1. The Parties shall keep all client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). The Parties recognize and understand that NJDCF case information is mandated by N.J.S.A. 9:6-8.10a to be confidential, and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b. Rutgers School of Social Work agrees to advise those of its employees acting with respect to this MOA of such potential legal consequences.

K. Agreement:

The Parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this MOA is a complete integration and constitutes the entire agreement of the Parties with respect to the subject matter hereof; that no amendments or other modifications of this MOA shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire MOA has been bargained for and negotiated; and the Parties have read, understood and approved this MOA in its entirety.

L. Governing Law/Venue:

This MOA shall be deemed to have been executed in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., without giving effect to the principles of conflict of laws. The Parties further agree that any and all claims arising under this MOA, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey.

M. Severability:

If any provision of this MOA is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

N. Assignment:

Except as otherwise provided in this MOA and/or in the approved budget associated herewith as may be adjusted from time to time, the Parties hereto may not assign their rights, duties or obligations under this MOA, either in whole or in part, without receiving the prior written consent of the other party to the MOA. Any assignment made without consent of the other party shall be void and the non-assigning party shall not be required to recognize any such assignment.

O. Non-Waiver:

The failure of a party to enforce a breach of any revision of this MOA or to insist on strict performance of any provision of this MOA shall not be construed as a waiver by that party of the breach for the remaining period of this MOA.

P. Non-Discrimination:

Neither party to this MOA shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed, ancestry, age, disability, marital status, familial status, affectional or sexual orientation, atypical hereditary cellular or blood trait, liability for services in the Armed Forces of the United States and as set forth in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. 621 et seq., and the Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq., and all other laws guaranteeing equal employment.

Rutgers must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy.

Applicants must comply with laws relating to Anti- Discrimination TITLE 10. CIVIL RIGHTS CHAPTER 2. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS N.J.S.A. 10:2-1.

Q. Non-Collusion:

The Parties represent that no fee, commission, compensation, gifts or gratuity was paid or received regarding the solicitation of this MOA, in contravention of N.J.S.A. 52:13D-13 et seq.

R. Counterparts:

This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Instrument.

S. Headings:

Article and section headings contained in this MOA are for convenience of reference only and shall not be deemed a part of this MOA or have any binding legal effect.

T. Insertion:

It is the intent and understanding of the Parties to this MOA that each and every provision required by law to be inserted in this MOA shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in the correct form, then this MOA shall forthwith, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

U. Prior Agreements:

This MOA supersedes all prior written and oral agreements and communications between the Parties that related in any way to the subject matter of this MOA.

V. Compliance Obligations By The Parties:

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this MOA.

W. Notice of Executive Order 125 Requirement for Posting of MOA and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New

Jersey Sandy Transparency website located at:
<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The memorandum of agreement ("MOA") being entered into is subject to the requirements of Executive Order No. 125. Accordingly, pursuant to the Executive Order's requirements, the OSC intends to post a copy of the MOA, including any schedules or exhibits and any solicitation document for the MOA on the Sandy Transparency website.

Rutgers entering into the MOA should identify and mark any information that constitutes State confidential or State proprietary information which should not be disclosed. The location in the MOA of any such State confidential or State proprietary information should be clearly stated in a cover letter, and a redacted copy of the MOA should be provided.

The State reserves the right to make the determination as to what will be withheld as proprietary or confidential, and will advise the parties to the MOA accordingly..

Agreed and accepted by:

New Jersey Department of Children and Families:

By: Allison Blake 3/12/15
Allison Blake, PhD LSW, Commissioner Date

By: Barbara Rusen 3/12/15
Barbara Rusen, Chief of Staff Date

Rutgers, The State University of New Jersey

By: [Signature] 3/9/15
Casandra Burrows, Assistant Director, Date

Office of Research and Sponsored Programs

Rutgers School of Social Work

The State University of New Jersey

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 Children and Families (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 Named 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. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

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

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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.

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 3.09 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 and within the stated time parameters. 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

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- a) State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b) The federal Civil Rights Act of 1964 (as amended);
- c) 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;
- d) The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e) The federal Equal Employment Opportunity Act;
- f) Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; and
- g) 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 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) and 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 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, and follows the provisions prescribed in this Standard Language Document. Failure

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

to comply with this paragraph or the above referenced citation will result in cause for the Department to Terminate this contract.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer and Provider Agency, partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount of the set-off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the contractor (Provider Agency) agrees as follows:

- a) The contractor and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b) Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f) The contractor and subcontractor(s) will send a notice to each labor union or representative or workers with which it has a collective bargaining agreement, 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 notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- j) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable state and federal law and applicable state and federal court decisions.
- k) The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l) The contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.07 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 3.08 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

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

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 financial and compliance 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.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Section 3.10 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.

Any subsequent Provider Agency, contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. 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 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt 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 or Termination.

IV. TERMINATION

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

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' written advance Notice to the other party for any reason whatsoever.

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 4.02 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,

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

and take any action(s) listed in accordance with Department Policy Circular DCF.P9.05, Contract Default. Notice shall follow the procedures established in the Policy.

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 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which 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 3.09 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.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 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:

- a) Approve the assignment and continue the Contract to term;
- b) Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department;
or

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- c) 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 Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named 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 terminate the Contract for Cause.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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 (as described in section 3.06a of this policy) 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 entire 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, affectional, 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 (as described in section 3.06a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families 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 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 closeout 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

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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 agrees that this Contract is contingent upon the availability of funds.

Section 5.13 Collective Bargaining. State and federal law allows 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 Children and Families 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 Children and Families.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include 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. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

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

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

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)

(Type)

TITLE: _____
(Type)

PROVIDER
AGENCY: _____
(Type)

DATE: _____

BY: _____
(Signature)

(Type)

TITLE: _____
(Type)

DEPARTMENTAL
COMPONENT: _____
(Type)

DATE: _____

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID#: _____

Provider Contact Individual: _____
(Print Name)