

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT MODIFICATION FORM

P1.10
ATTCH A

Provider Agency Name Mercy Center Modification # 1
Fiscal-Year-End June 30 Contract Term 7/1/2022 thru 6/30/2023
Contract # 23FCNW- Originated From EQNW Cognizant Contract: Yes ☐ No ☐
Division(s) affected by the Modification DCP&P
• Date of most recently approved Contract Modification N/A
• Requested effective date for this Contract Modification July 1, 2022
Check applicable area(s) to be modified:

1. ☒ Changes to the Reimbursable Ceiling: from \$424,231.00 to \$649,231.00.
2. ☐ Increase in Total Cost: from _____ to _____.
3. ☐ Change in the Contract Term: currently from _____ to _____ to the revised term _____ to _____.
4. ☐ Change exceeding the Flexible Limits.
5. ☐ Transfer of budgeted cost across DHS Contract or Clusters.
6. ☐ Transfer of Federal and/or other revenue across DHS Contracts or Clusters.
7. ☐ Change to the method of allocating G&A, the indirect cost rate and/or its application.
8. ☐ Addition or deletion of an entire Budget category (A through M individually).
9. ☐ Addition of Line Items within Budget Category (B) Consultants and Professional Services.
10. ☐ Equipment not in approved budget above \$5,000 per item.
11. ☐ Change in payment methodology.
12. ☐ Change in the payment rate (s).
13. ☐ Change in target population.
14. ☒ Change in contracted performance standards.
15. ☐ Change in contracted level of service.
16. ☐ Change in contracted staff/client ratios.
17. ☐ Change of Subcontractors providing direct services or change to subcontracted direct services.
18. ☒ Other: This contract, EQNW, is the contract from which contract FCNW was extracted. FCNW includes the allocation and expenditure of COVID-19 Recovery Funds, and it is covered by Executive Order No. 166 ("EO 166"), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller ("OSC") is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

Through this modification, you are on notice that EO166 extends to contract EQNW; and also applies to the previously executed Standard Language Document For Social Service and Training Contract and other contract documents related to EQNW.

Attachments included with this Modification:

- Notice of Executive Order 166:
- Standard Language Document
- Federal Rider
- Schedule of Estimated Claims
- Annex B
- Annex A
- Annex A – Application
- September 2022 Notice of Contract Requirements.

This form, its attachments and/or revised section(s) of the programmatic Annex and/or the revised itemized Annex B budget or Rate Information Summary, constitute this entire Contract Modification. The persons whose signatures appear below agree to this Contract Modification.

BY:

[Redacted Signature]

(Signature)

(Signature)

(type name)

(type name)

Title Executive Director

Title Business Administrator

Provider

Departmental

Agency: MERCY CENTER

Component: DCF

Date: 11/3/2022

Date: 11/18/22

DATE EFFECTIVE

July 1, 2022

(To be completed by the Department)

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider **MERCY CENTER, INC**
 Division **DOW**
 Contract **23FCNW**
 Dates **7/1/2022** to **6/30/2025**

Contract Characteristics

Reporting Requirements

- ☐ None
☐ Monthly
☒ Quarterly
☐ Other

Advance Payments

- ☒ None
☐ Monthly

Type of Contract

- ☒ Cost Related
☐ Non-Cost Related

Reimbursement Type

- ☐ Periodic Reported Expenditures
☒ Installments
☐ Provisional
☐ Fixed Rate

Account and CFDA Information	Amt
1630-101 FVPSA ARP DV (93.671)	\$225,000.00
Grand Total	\$225,000.00

Authorized Provider Signature

Date

11/3/2022

DCF Contract Supervisor Signature

Date

11/18/2022



Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider **MERCY CENTER, INC**

Division **DOW**

Contract **23FCNW**

Dates **7/1/2022** to **6/30/2025**

Original Contract Ceiling	
\$225,000.00	

Contract Modifications	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
Mod 9	\$0.00
Mod 10	\$0.00
	\$0.00

Total Contract Ceiling	
\$225,000.00	

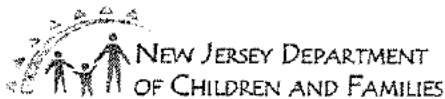
Total Match Amount	
\$0.00	

Amended Contract Ceiling *	
\$225,000.00	

Payments by Month *	
2022 July	\$225,000.00
Grand Total	\$225,000.00

Payments by State Fiscal Year *		
2023 1630-101	\$225,000.00	
Grand Total	\$225,000.00	

* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



Component

1

SEC - ver 08/23/22

**Schedule of Estimated Claims
Third Party Contracts**

Provider Name **MERCY CENTER, INC**

Component Name **DOMESTIC VIOLENCE DIRECT SERVICE, CULTURALLY SPECIFIC INITIATIVE**

Contract Administrator **[REDACTED]**

Division	DOW	Contract No	23FCNW	Contract Start	7/1/2022	Contract End	6/30/2025
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Type of Funding	1-Time Funding		
1630-101 FVPSA ARP DV (93.671)			
	Month	YY	Amount
	July	2022	\$225,000.00
Enter Mod # 1 thru 10 above.	August	2022	
	September	2022	
	October	2022	
	November	2022	
	December	2022	
	January	2023	
	February	2023	
	March	2023	
	April	2023	
	May	2023	
	June	2023	
Match Required?			
No			
0.0%	Total		\$225,000.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
Match Required?			
(enter Yes/No)			
0.0%	Total		\$0.00

Component Match Percentage 0.00%
 Component Match Amount \$0.00
 Original Component Ceiling \$225,000.00
 Modifications to Component Ceiling \$0.00
 Total Component Ceiling \$225,000.00

Mod 1	\$0.00	Mod 6	\$0.00
Mod 2	\$0.00	Mod 7	\$0.00
Mod 3	\$0.00	Mod 8	\$0.00
Mod 4	\$0.00	Mod 9	\$0.00
Mod 5	\$0.00	Mod 10	\$0.00

NOTES:

One Time FVPSA ARP DV - \$225,000
 FUNDING PERIOD: 10/25/21-9/30/25
 APU 21-1630-101
 CFDA # 93.671, FFY 21, \$225,000
 Funding to be paid in one lump sum Eff:7/1/22

Agency: Mercy Center Corporation
 Address: [REDACTED]
 Phone: [REDACTED]
 Chief Executive Officer: [REDACTED]
 Prepared By: [REDACTED]

Agency Federal ID#: [REDACTED]
 Charities Registration #: [REDACTED]
☐ Non-Profit Agency ☐ For-Profit Agency ☐ Public Agency
 Budget Period: 7/1/22_to_6/30/25_Agency Fiscal Year End: 6/30
 Schedules Completed: 1 2 3 4 5 6
☐ Cash Basis ☒ Accrual Basis

Date: 4/1/2022

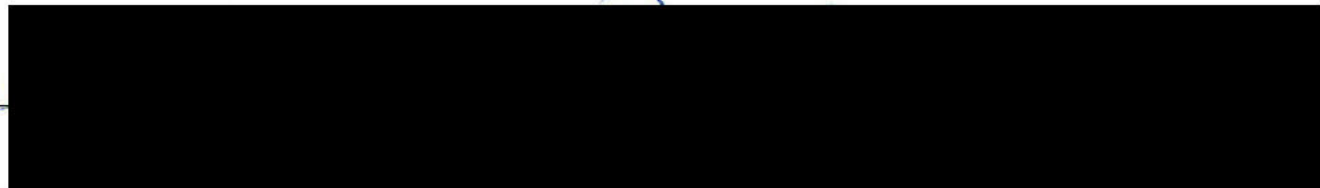
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Division Use Only

Contract # _____
 Effective Dates _____ to _____
 Division _____

Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

Expenditure Report: I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.



Agency:
Contract#:

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
PERSONNEL
3 OF 20

Agency:
Contract#:

PURPOSE
: BUDGET PREPARATION
: MODIFICATION BUDGET
: EXPENDITURE REPORT
PERIOD COVERED 7/1/22 - 6/30/25

A BUDGET CATEGORY: PERSONNEL					1	2	3	4	5	6	7	8	9	10
	Position Title/ Name of Employee	Position Number	Date Employed	Hours /Week	TOTAL	FY 23	FY 24	FY 25					UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
1	Veronica Gilbert-Tyson, Program Director	10		4	\$ 32,100	\$ 10,700	\$ 10,700	\$ 10,700						\$ -
2	Alaa Ayoubi, Bilingual Arabic Speaking Advocate	25		10	\$ 39,750	\$ 13,250	\$ 13,250	\$ 13,250						
3	Renaude Ulysse, Bilingual Creole Speaking Advocate	25		10	\$ 36,570	\$ 12,190	\$ 12,190	\$ 12,190						
4	Nicole Rodriguez, Bilingual Spanish Speaking Advocate	20		8	\$ 36,252	\$ 12,084	\$ 12,084	\$ 12,084						
5					\$ -									
6					\$ -									
7					\$ -									
8					\$ -									
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18					\$ -									
19					\$ -									
20					\$ -									
21					\$ -									
22					\$ -									
23					\$ -									
SUBTOTAL (pg. 1)					\$ 144,672	\$ 48,224	\$ 48,224	\$ 48,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

4 OF 20

Contract#:

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

Agency:
Contract#:

[illegible]

Agency:
Contract#:

A BUDGET CATEGORY: PERSONNEL														
					1	2	3	4	5	6	7	8	9	10
	Position Title/ Name of Employee	Position Number	Date Employed	Hours /Week	TOTAL	FY 23	FY 24	FY 25					UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
75					\$ -									
76					\$ -									
77					\$ -									
78					\$ -									
79					\$ -									
80					\$ -									
81					\$ -									
82					\$ -									
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99					\$ -									
100					\$ -									
	SUBTOTAL (pg. 4)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BUDGET CATEGORY A: EMPLOYEE SUBTOTAL				\$ 144,672	\$ 48,224	\$ 48,224	\$ 48,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PURPOSE
BUDGET PREPARATION
MODIFICATION BUDGET
EXPENDITURE REPORT

Agency:
Contract#:

[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
B. CONSULTANTS AND PROFESSIONAL FEES
PAGE 8 OF 20

Agency:
Contract#:

PURPOSE
BUDGET PREPARATION
MODIFICATION BUDGET
EXPENDITURE REPORT

PERIOD COVERED 7/1/22 - 6/30/25

BUDGET CATEGORY- B. CONSULTANTS AND PROFESSIONAL FEES											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 FY 23	3 FY 24	4 FY 25	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
Series. VIP Community Services will provide four 2 hour, live, interactive, online training sessions on select course topics for domestic violence		\$ 24,000	\$ 8,000	\$ 8,000	\$ 8,000						
		\$ -									
		\$ -									
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BUDGET CATEGORY B. TOTAL		\$ 24,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Agency:
Contract#:

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

Agency:
Contract#:

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
E. SPECIFIC ASSISTANCE
PAGE 11 OF 20

Agency:
Contract#:

PURPOSE
BUDGET PREPARATION
MODIFICATION BUDGET
EXPENDITURE REPORT

PERIOD COVERED 7/1/22 - 6/30/25

BUDGET CATEGORY E. SPECIFIC ASSISTANCE TO CLIENTS											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 FY 23	3 FY 24	4 FY 25	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
motel lodgings, transportation, storage fees, utilities, technology devices, general assistance for victims/survivors in crisis.		\$ 39,690	\$ 13,230	\$ 13,230	\$ 13,230						
		\$ -									
		\$ -									
		\$ -									
		\$ -									
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BUDGET CATEGORY E. TOTAL		\$ 39,690	\$ 13,230	\$ 13,230	\$ 13,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Agency:
Contract#:

Agency:
Contract#:

PERIOD COVERED 7/1/22 - 6/30/25

[illegible]

- PURPOSE
- BUDGET PREPARATION
- MODIFICATION BUDGET
- EXPENDITURE REPORT

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

Agency:
Contract#:

PERIOD COVERED 7/1/22 - 6/30/25[illegible]

Agency:
Contract#:

PURPOSE	
<input type="checkbox"/>	BUDGET PREPARATION
<input type="checkbox"/>	MODIFICATION BUDGET
<input type="checkbox"/>	EXPENDITURE REPORT
	PERIOD COVERED
	7/1/22 - 6/30/25

[illegible]

Agency:
Contract#:

7/1/22 - 6/30/25

Supporting documentation is required to substantiate the allocations.

DHS (REV 7/86)

Agency:
Contract#:

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 3-APPLICABLE CREDITS
PAGE 17 OF 20

PURPOSE
☐ BUDGET PREPARATION
☐ MODIFICATION BUDGET
☐ EXPENDITURE REPORT
PERIOD COVERED

☐ THIS SCHEDULE IS NOT APPLICABLE

7/1/22 - 6/30/25

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
1				
2				
3				
4				
5				
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10				
11				
12				
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15				
16				
17				
18				

PURPOSE

☐ BUDGET PREPARATION

☐ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED

7/1/22 - 6/30/25

[illegible]

	PURPOSE
<input type="checkbox"/>	BUDGET PREPARATION
<input type="checkbox"/>	MODIFICATION BUDGET
<input type="checkbox"/>	EXPENDITURE REPORT

[illegible]

Agency:
Contract#:

PURPOSE	
BUDGET PREPARATION	
MODIFICATION BUDGET	
EXPENDITURE REPORT	
PERIOD COVERED	7/1/22 - 6/30/25

[illegible]

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
NOTICE OF STANDARD CONTRACT REQUIREMENTS,
PROCESSES AND POLICIES
FOR SOCIAL SERVICE AND TRAINING CONTRACTS
(Revised September 16, 2022)**

I. Organizations awarded contracts are required to comply with:

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the appropriate agreement, as determined by DCF, which is either the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or the Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/forms/>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and statutes, assurances, certifications, and regulations.
- D. the Equal Employment Opportunity (EEO) requirements of the State Affirmative Action Policy, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- E. the laws relating to Anti-Discrimination, including N.J.S.A 10:2-1, Discrimination in Employment on Public Works.
- F. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
 - 1. Complying with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
 - 2. Maintaining client specific and patient personal health information (PHI) and other sensitive and confidential information 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 (HIPAA).
 - 3. Safeguarding the confidentiality of case information as mandated by N.J.S.A 9:6-8.10a, with the understanding that the release of any such information may be in violation of State law and may result in disciplinary, civil, or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
 - 4. Ensuring the content of every contractor's web site protects the confidentiality of, and avoids misinformation about, the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.

- G. the terms of Executive Order No. 291 (EO 291) issued March 7, 2022, and DCF Administrative Order 14 titled Limitations on Activity Involving Russia, Belarus, and Ukraine, prohibiting the use of DCF funds to knowingly procure goods or services from any entity owned by, or closely tied to, the governments of Russia or Belarus, their instrumentalities, or companies investing directly in the same. In addition, every entity contracting with the State must submit to DCF a copy of a signed certification that it is not engaged in prohibited activities in Russia or Belarus, as defined in L.2022, c.3 (S1889). The certification is available at: [Certification.on.Non-Involvement.Prohibited.Activities.in.Russia.or.Belarus.pdf \(nj.gov\)](#)
- H. the requirement of N.J.S.A. 52:34-15 to warrant, by signing this document, that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- I. the requirement of N.J.S.A. 52:15C-14(d) to provide, upon request by the State Comptroller, prompt access to all relevant documents and information as a condition of the contract and receipt of public monies, and the requirement of N.J.A.C. 17:44-2.2 to maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment.

II. Organizations awarded contracts are advised:

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [Contract Closeout - CON-I-A-7-7.01.2007 \(nj.gov\)](#)
- B. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology.
- C. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

- D. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- E. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- F. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
- G. NJ Rev Stat § 9.6-8.10f (2017) requires DCF to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- H. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained in the DCF policy found on the internet at: https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml
- I. Contractors must have the ability to maintain the full operational census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- J. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- K. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- L. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the

format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State, to renew expired forms filed with the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

III. Organizations awarded contracts for the provision of certain types of services additionally shall be aware of the following:

- A. If services are provided at licensed sites, contractors must meet all DCF, and other applicable Federal, Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit claims for reimbursement through NJ Medicaid and its established fiscal agent, within prescribed times.
- C. If services are paid with federal funds (including Medicaid funds), contractors must adhere to the provisions set forth in the Rider for Purchases funded in whole or in part, by federal funds. <https://www.nj.gov/def/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds.pdf>
- D. If services are provided by programs licensed, contracted, or regulated by DCF to individuals with developmental disabilities, contractors must comply with:
 - 1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.J.S.A 30:6D-73 et seq. (Individuals on the Central Registry are barred from working in DCF-funded programs for persons with developmental disabilities. If you are not registered to access the Central Registry, DCF will facilitate the qualified applicant's registration into this system after the award of a contract.); and
 - 2. Danielle's Law:
<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/ddd/Danielle%27s%20Law.pdf>
- E. If services are to be administered by the Contracted System Administrator (CSA), contractors must conform with, and provide services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize "Youth Link",

the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.

- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.
- G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:
 - 1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action Plan (CAP). Should the contractor not adhere to the terms of the CAP, DCF shall cancel or not renew the contract upon obtaining a replacement contractor to assume the contract or otherwise provide the services. An extension of the 90-day deadline shall be warranted if a labor organization seeks to represent a contractor's employees after the contract is renewed or entered into, but within the 90-day period following the effective date of the contract. The Commissioner of DCF may review any interested person's report of a failure by the contractor to adhere to these requirements and upon finding that a covered contractor failed to adhere to the requirements shall take corrective action which may include a CAP, financial recovery, and cost recoupment, and

cancelling or declining to renew the contract. Should the covered contractor fail to engage in or complete corrective action, the Commissioner of DCF shall cancel or decline to renew the contract; and

2. make good faith efforts to comply with COVID-19 minimum health and safety protocols issued by DCF to adequately ensure the safety of the contractors, employees, and service recipients until the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. The Commissioner of DCF shall take into account, prior to awarding or renewing any contract, any prior failures reported by any interested party to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered contractor's employees or service recipients and require at a minimum the submission of a CAP to contain, limit, or mitigate the spread of COVID-19 cases. Should the contractor fail to implement a plan or repeatedly fail to demonstrate good faith efforts to contain, limit, or mitigate the spread of COVID-19, the Commissioner shall act, including financial penalties or cancellation or non-renewal of the contract.

H. If a contract includes the allocation and expenditure of COVID-19 Recovery Funds, then it is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller ("OSC") is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

By my signature below, I hereby confirm I am authorized to sign this document on behalf of my organization. I have read, understand, and have the authority to ensure my organization will comply with the terms and conditions of providing services under my contracts with DCF as described in the text and referenced documents above. The terms set forth in this document govern all executed contracts with DCF and contracts to be entered into with DCF in the future.

Signature: _____

Printed Name: _____

Title: _____

CEO

Provider: _____

Mercy Center Inc.

Date: _____

2/1/23



Attachment 1 STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Your Signature is to acknowledge that you have read and understood the contents of this Rider

Authorized Signatory

[Redacted Signature]

Title

Exec Director

Agency

Mercy Center

Date

11/3/2022

Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract, as modified, is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, as modified, and other related contract documents on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

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

**Annex A
PROGRAM DESCRIPTION
Section 2.2**

Program Name: Fvpsa-Arp Dv Direct Services

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

- 1. Provide a brief description of the program/component and its purpose. The description should reflect the goals and services set forth in the initial RFP and any changes that may have resulted from negotiations.**

The purpose of the Domestic Violence Victims Advocacy Program is to provide intervention, advocacy, accompaniment, support services, and related assistance to adult, youth, and child victims of domestic violence, family and household members of such victims, and those collaterally affected by the victimization, except for the perpetrator of such victimization.

By statute, funds under the Domestic Violence Services Program may be used for the following purposes: To support the establishment, maintenance, and expansion of Domestic Violence Programs, and other programs and projects, to assist those victimized by domestic violence.

- 2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the population the program intends to serve.**
 - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

Mercy Center has established a presence in Asbury Park and surrounding areas, and experience with its Community Victim Witness Advocacy and Family Resource Center programs that provide culturally specific services to the marginalized and underserved residents in Monmouth County.

Mercy Center will serve the women and men who are victims or survivors of domestic violence. This underserved population will include; Immigrants, LGBTQ, English, Creole, and Spanish-speaking women. During the COVID-19 pandemic, many poor families were financially stressed, as a result, there is an increased risk for women to experience domestic violence victimization.

Program Description cont.

This program provides: Information & referrals, personal advocacy/accompaniment, emotional support or safety services, Shelter/housing services, VCCO application assistance, case management and assistance with other relevant services such as understanding their rights as a victim. Crime victims can access trauma informed services free of charge regardless of immigration status, and whether or not the crime was reported to law enforcement. Crime victims and witnesses have access to culturally-appropriate, victim-centered services, that offer opportunity to build trust and feelings of safety.

Domestic Violence (DV) funding would be used to support Mercy Center's Domestic Violence Advocacy Project. Funds to supplement salaries of cultural diverse advocates and consultants. This program would primarily target English speaking, Haitian "Creole" and Spanish speaking communities and LGBTQIA+ women of the underserved and marginalized communities in Monmouth County, who have been victims/survivors of domestic violence.

Mercy Center plans to serve the underserved, marginalized, diverse (English & Non-English speaking) Advocates will educate victims about their rights, the Criminal Justice System process and provide other & Direct Services to victims: including but not limited to: Information and; referrals, personal advocacy/accompaniment, support groups, emotional support or safety services, Shelter/housing services, VCCO application assistance, case management and assistance with other relevant services such as understanding their rights as a victim. Mercy Center will hire consultants to provide identified gaps in culturally specific support, treatment/empowerment services and training.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The emotional and psychological injuries that are inflicted on victims of domestic violence are often more serious than the physical injuries suffered. Every aspect of a victim's life can be impacted including health, relationships, school/work, and eating/sleeping patterns. The availability of immediate crisis services and counseling is often a successful treatment to ease the profound psychological trauma experienced by these victims and their families. Domestic Violence programs are funded to facilitate victim healing by providing an immediate crisis response and supportive counseling. Healing times are generally shorter and the impact of domestic violence is less profound when victims receive the support of trained Confidential Domestic Violence Advocates.

Program Description cont.

Program service will support healing, and acknowledge the impact of injustice and oppression. In addition, the technological and linguistic disparities faced by this population.

-Advocates will educate victims of their rights, the criminal justice system process and provide other direct services to victims: including but not limited to:

- Advocates will be trained in the area of crisis intervention and DV intervention.
- Compile an extensive counseling referral list that allows us to make referrals to appropriate professionals who specialize in working with victims and are conveniently

located in the community or accessible.

- Referrals will be made to specific support groups, crisis counseling, and subsequent referrals for therapeutic counseling.
- Victims/survivors may be referred and or accompanied when necessary to County social services agencies that provide emergency assistance that meets their specific needs.
- Victims /survivors who reach out will receive orientation about the resources and relevant available information. They also receive guidance on ways to avoid future victimization such as creating safety plans. In certain situations, victims will be referred and accompanied to their local police department crime prevention officers for practical steps they can take to keep their homes and themselves safe.

4. Describe the program approach and method of service delivery.

Funds will be used to develop/sustain activities that provide direct intervention and related assistance which may include any of the following statutory program purposes: Accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, police, and court proceedings;

In certain situations, victims will be referred and accompanied to their local police department crime prevention officers for practical steps they can take to keep their homes and themselves safe.

Crisis intervention, short-term individual and group support services, training and comprehensive service coordination and supervision to assist domestic violence victims and non-offending family or household members;

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Indicate specific documents needed for referrals, when applicable
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures

1. Program might preclude admission to the program if the victim/survivor is in immediate need of psychiatric and or medical attention.

2. All victims seek assistance via self-referral, other providers not limited to victims services providers, and the interfaith community. These victims will be screened for safety plans and complete needs assessment with a mutually developed service plan.

3. Victims will not require identifying documentation for crisis intervention services.

4. Victim's discharge process will depend on the individual's progress towards achieving their desired goals, and or degree of involvement or compliance.

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Mercy Center - Family Resource Center
1108 Main Street
Asbury Park, NJ

Mercy Center buildings are located in a centralized location in the city of Asbury Park (an area of one square mile) that is easily accessible by public transportation (bus, train), taxi, or walking. The Family Resource Center (FRC) building is located at 1108 Main Street, in a relatively safe neighborhood. The building is handicapped-accessible to accommodate individuals in wheelchairs. The Program will provide assistance to the marginalized/underserved population in the cities of Neptune, Long Branch, Red Bank, and the greater Asbury Park area.

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

The agency's emergency procedures include special instructions that provide the telephone number 732-776-4555 to the Jersey Shore University Medical Center Hotline, for after-hours crises 911 or "180 Turning lives Around" 1-888-843-9262. Advocates will also be accessible via cell phone.

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Project outcomes will be measured by the number of new and ongoing primary and secondary victims/survivors, who received culturally-specific services, and the number of informational/outreach materials distributed. DOW monthly survey will be completed and victim services will be tracked using a tracking case management system. An inventory of domestic violence education information, materials, and resource distribution will also be tracked.

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

**Annex A
SERVICE OUTCOMES
Section 2.3**

Program Name: Fvpsa-Arp

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

GOALS:

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

OBJECTIVES:

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

SERVICE ACTIVITIES:

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

OUTCOMES:

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

REPORTING:

This section is still under development and should remain blank

SUPPORTING DOCUMENTATION:

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: Fvpsa-Arp

Annex A
SERVICE OUTCOMES
Section 2.3

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
To prevent the incident of gender-based violence, dating violence, and family violence	Engage the marginalized populations about victims' services, resources & education in their primary languages.	<p>Conduct prevention activities: community outreach, presentations & social media promotions.</p> <p>Translate program information/services in the languages of the populations served.</p> <p>Conduct outreach activities to increase access to DV services & reduce the exposure and risk of COVID-19</p>	Increase knowledge and access to prevention and support services for victims and potential victims in a manner that addresses risk mitigation.	DOW- Quarterly & annual reports	Distribution list of materials and information. Program service tracking database
To remove cultural & linguistic barriers to access and participation in services.	Bilingual staff will engage clients in Spanish, Arabic & Creole.	Advocacy will communicate with victims in their primary language. The advocate will advocate and translate when needed.	Increase access to victim services, information, and resources	DOW- Quarterly & annual reports	Intakes

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
To improve the safety and stability of victims, survivors, and their families.	To provide advocacy, case management services, information, and referrals services related to DV, family violence, dating violence, and prevention	<p>The program will address emergency & immediate shelter needs (safe-house & motel placements), assist with rental subsidies & utility payments</p> <p>Offer transportation by using an agency a vehicle, bus/train passes, and LYFT.</p> <p>Assist with technology and digital devices to maintain communication.</p>	Prevent homelessness and reduce chances of victims returning to the abuser due to financial hardship	DOW- Quarterly & annual reports	Individual Service Plan and payment receipts

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4

Program Name:

23fcnw Fypsa Arp Dv Direct Services Program

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		%OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	[REDACTED]	9	5	10%	MSW, LSW, Certified Family Therapist, Certificate in Human Services Administration, Certified Intern supervisor.	Program development and monitoring, grant writing, supervising/evaluating staff, interns, and community relations. Completes program evaluations and reports. Implements, Monitors, and Evaluates DV & SV victim
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bilingual Spanish Speaking Advocate/Coordinator	[REDACTED]	9	5	20%	MSW	Provides advocacy, support, case management, SA & DV victim referrals, s and resources, completes VCCO and immigration related applications, protection orders, court process education, interpretation & translation; coordinates overall project components with staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bilingual Haitian Creole Speaking Advocate	[REDACTED]	9	5	25%	BA, CSW, CA	Provides advocacy, support, case management, SA & DV victim referrals, s and resources, completes VCCO application, protection orders, court process education, interpretation & translation, facilitates ESL classes
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bilingual Arabic Speaking Advocate	[REDACTED]	9	5	25%	BA, CSW, CA	Provides advocacy, support, case management, SA & DV victim referrals, s and resources, completes VCCO application, protection orders, court process education, interpretation & translation, facilitates ESL classes

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

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Domestic Advocacy Program
Service Type: Direct Services
Description of Unit Measurement: Number Of Contact Services And Resources Distributed
Number of Contracted Slots/Units:
Number of Annualized Units:

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	July	20	
2	August	23	
3	September	21	
4	October	20	
5	November	20	
6	December	20	
7	January	21	
8	February	19	
9	March	23	
10	April	19	
11	May	22	
12	June	21	
	ANNUAL TOTALS	249	

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

**STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS**
(Revised September 13, 2022)

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider 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 provide services and the Provider has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider 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.

Contract means one of the Department's social service or training Contracts with a Provider. Terms and conditions of the Contract are included in the Standard Language Document, in DCF-SAGE, 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.

Days means calendar days.

DCF-SAGE means the contract management database containing programmatic and financial information included as terms and conditions of the Contract.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Office of Contract Administration (OCA) as the unit within the Department responsible for the negotiation, administrative review, approval, and monitoring of certain social services and training Contracts or Agreements.

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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. 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 DCF-SAGE 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 means all for-profit and non-profit private and public entities that have either a Cost Reimbursement or fee for service Contract with the Department, regardless of whether the Department is the State Cognizant 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 in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. 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 DCF-SAGE and/or as otherwise specified by the Departmental Component. Total payments shall not exceed the maximum Contract amount. 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, the Department shall make available to the Provider copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER

Section 3.01 Contract Services. The Provider shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider 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

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DEPARTMENT OF CHILDREN AND FAMILIES**

used are included in DCF-SAGE, and/or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider 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:

- 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. (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;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider 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 shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider, whose work under this Contract does not involve PHI is not required to execute a BAA.

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DCF shall have the sole discretion to determine when a Provider'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 an individual'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 a Provider's use from the Department. If the BAA is breached by the Provider, or its subcontractor, the Provider 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 or its subcontractor with which the Provider has entered into a BAA. The Provider 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 shall maintain the confidentiality of all certificates, applications, records, and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

NOTE: This section does not apply to governmental agencies or non-profit organizations.

The Provider must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may contract with a Provider if the Provider has not filed its annual business registration. Furthermore, no Provider that contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider 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

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Contract, the Provider 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 any 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 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 be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires 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 Provider 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 Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider 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 Provider receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial

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penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

Section 3.10 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 Provider agrees as follows:

- a. The Provider 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 Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally 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;
 - 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 Provider 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 Provider and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider 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 Provider and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer

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advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- g. The Provider and subcontractor(s) agree 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 Provider 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.
- i. The Provider 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.
- j. The Provider 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 Provider 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the

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DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider 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's financial management system shall provide for the following:

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- 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;
- b. Records adequately identifying the source and application of all Provider funds and all funds administered by the Provider. 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 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;
- 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; 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 3.13 Audit. The Department requires a Provider that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of \$100,000 or greater, to submit an 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.

The Department may require, in its sole discretion, a Provider that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of less than \$100,000, or that expends within their fiscal year any amount of Federal or State financial assistance or Medicaid payments for providing services to Medicaid eligible individuals from fee for service contracts, to submit one of the following:

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- a. An annual program specific audit performed in accordance with the Uniform Guidance Subpart F for each program providing services under a New Jersey contract; or
- b. A copy of an already prepared annual financial statement audit of the organization performed in accordance with Government Auditing Standards (Yellow Book); or
- c. A compilation of certified financial statements that includes an income statement, cash flow statement or balance sheet, prepared in accordance with generally accepted accounting principles and reviewed by a public accountant attesting to their accuracy.

At any time during the Contract term, the Provider's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider under Section 5.02 Assignment and Subcontracts may be subject to audit or review 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 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 continues to be subject to such audit until it is completed and resolved.

The Provider shall maintain all documentation related to products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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 Provider 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, 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,

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must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider 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 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. The Department or Provider 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, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider 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 in default status and take any action(s) listed in accordance with Department Policy 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 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'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.

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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 shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider 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.) 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 or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider, 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
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider.

The Provider 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 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's request for the making of a subcontract between the Provider and its chosen subcontractor. The Provider 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 DCF-SAGE and/or Departmental Component specific policies, the Provider shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

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Section 5.04 Indemnification. The Provider 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 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 fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

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 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 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 agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the

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employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider 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 3.10a 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 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 closeout reveals that the Provider 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.

Section 5.12 Sufficiency of Funds. The Provider recognizes and agrees 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 or to observe and adhere to 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 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 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 management. Funds may be utilized for legitimate and

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reasonable management purposes at the direction of the Provider 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, 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 acknowledges that it is an independent Provider, 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 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's employees.

The Provider 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 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 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 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

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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 shall be reported in writing forthwith by the Provider to the Attorney General and the Executive Commission on Ethical Standards.

No Provider 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 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, actual, or appearance of a conflict of interest.

No Provider 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 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 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.

AGREEMENT SIGNATURES AND DATES

The terms set forth in this Standard Language Document (SLD) supersede any prior SLDs. This SLD governs all executed contracts; and contracts to be entered into by my Organization and DCF on or after the SLD's effective date, which is the below date of the provider organization's signature. DCF determines the effective date of any contract governed by this document, which is the date compensable services may begin. Oral evidence tending to contradict, amend or

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supplement the SLD is inadmissible. The SLD has been read and understood by the persons whose signatures appear below and the parties agree to comply with the SLD's terms and conditions.

BY: _____

(Signature)

BY: _____

(Signature)

(Type)

(Type)

TITLE: Business Manager
(Type)

TITLE: Executive Director
(Type)

DEPARTMENTAL COMPONENT: DCF-CBO

PROVIDER: Mercy Center Inc

DATE: 11/18/22

DATE: _____