



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES

PO Box 729

TRENTON, NJ 08625-0729

PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER, MSW
Commissioner

February 9, 2022

North Jersey Community Research Initiative

Dear Mr. McGovern:

I am pleased to advise you that your proposal for the **"American Rescue Plan Supplemental Funding for Domestic Violence Services"** has been selected for consideration by the Department of Children and Families.

This funding will be available upon the satisfactory negotiation of a contract with the Office of Contracting. The award is contingent upon final contract negotiation.

The contract is not binding until the parties agree to the terms of the Department's Standard Language Document. Please be assured that contracting staff will be contacting you within the next few weeks to initiate this process, address any unresolved issues and answer any questions you may have.

On behalf of the Department of Children and Families, I congratulate you on the quality of your proposal and thank you for your commitment to the individuals we serve.

Sincerely,

A handwritten signature in cursive script that reads "Christine Beyer".

Christine Norbut Beyer, MSW
Commissioner

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**STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS**

OK
HC

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

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

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.

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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.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in 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 Agency (also 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 Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the DCF-SAGE, 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. Total payments shall not exceed the maximum Contract amount, if any, specified in DCF-SAGE. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in DCF-SAGE, or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- 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

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Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves 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 Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any 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 Agency 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 Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey 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.

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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 Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or 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.

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Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

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 Agency agrees as follows:

- a. The Provider Agency 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 Agency 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 Agency 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.

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- e. The Provider Agency 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 Agency 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 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 Agency 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 Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency 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 Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

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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.

1. The Provider Agency 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 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 Agency 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 Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the

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Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable 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 Agency 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.

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The Department may require, in its sole discretion, a Provider Agency 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:

- 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 Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit 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 Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The Provider Agency 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,

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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 Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

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

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

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, 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 Agency has jeopardized the safety and welfare of the Department's clients,

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materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 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 Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a

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subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in DCF-SAGE and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

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

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not

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waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a 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 Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency 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 Agency 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 Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

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Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such and are not political subdivisions of the Department of Children and Families. As such, the Provider Agency acknowledges that it is an independent 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 Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

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In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members

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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, and enters it as the contract start date in DCF-SAGE. Oral evidence tending to contradict, amend or 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,

OK
As

B

(Type)

TITLE: Business Manager
(Type)

DCF

DEPARTMENTAL
COMPONENT: DCF - MBO

DATE: 10/11/2022

(Type)

TITLE: CEO
(Type)

North Jersey AIDS Alliance
dba North Jersey

PROVIDER
AGENCY: Community Research
Initiative

DATE: 5-19-2022

State of New Jersey
Department of Children and Families
Proposal Cover Sheet

Please complete this form in its entirety

Incorporated Name of Applicant: North Jersey AIDS Alliance dba North Jersey Community Research Initiative (NJCRI)

Public

Enter X as appropriate

Private-for-Profit

Private-Non-Profit X

Federal ID No.: [REDACTED] **Charitable Registration No.:** [REDACTED]
(if applicable)

Applicant Mailing Address: [REDACTED]

Contact Person: [REDACTED]

Phone Number: [REDACTED] **Fax:** [REDACTED] **Email:** [REDACTED]

Title of RFP: *Rainbow Program*

County to be Served: Essex County

Location of Service(s) to be provided (if known): [REDACTED]

Total dollar amount requested: \$214,284

Funding Period: From 3/15/2021 to 9/30/2025

The primary goal of the ***Rainbow Program*** is to provide easy access to holistic, culturally competent, client centered, trauma-informed services that are linked with the comprehensive service model already available within NJCRI. Because NJCRI has significant experience working with LGBTQ+ populations and has created a culturally safe and friendly space, the concept of adding IPV services to the comprehensive "one stop service model" within NJCRI allows LGBTQ clients to remain in the environment where they already feel safe. The ***Rainbow Program*** will fill a critical gap in providing specialized Domestic and Intimate Partner Violence services and support to the LGBTQ+ population in the Newark, NJ area. The Rainbow Program will provide a range of "new" services that will complement NJCRI's comprehensive menu of services. Services to be added include IPV 24-hour hotline, safety planning, crisis intervention, emergency/temporary shelter/housing, IPV counseling and support groups, IPV

case management, care coordination/peer support, case management, victim advocacy and support services, legal services, support with navigating the criminal justice process and filing for an order of protection, and referral PV survivors to existing LGBTQ and IPV culturally appropriate community-based services.

Authorization

Chief Executive Officer: [REDACTED]

Signature: [REDACTED]

Date: 11/16/2021

CEO Email: [REDACTED]

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Proposal Narrative

I. Organizational History and Capacity

In response to the DCF-DOW announcement of available American Rescue Plan Supplemental funding, NCJRI proposes to join the DCF-DOW provider network by providing specialized Domestic and Intimate Partner Violence services and support to the LGBTQ+ population in the Newark, NJ area. Given its organizational history and extensive capacity, NJCRI is well poised to provide these specialized services. Founded in 1988, NJCRI is one of New Jersey's largest community-based organizations whose mission and goals are to empower its clients by reducing social and health disparities in the greater Newark area. NJCRI works to achieve its mission by increasing clients' access to medical care and behavioral health services using a trauma-informed, culturally competent, client-centered, and individually tailored approach. NJCRI is led by The Board of Directors and CEO Brian McGovern, LSW, who has 26 years' experience in the public health field. The CEO oversees the 5 program department directors - Clinical (), Research (), Behavioral Addiction, (), and LGBTQ+ () and Prevention Departments ().

NJCRI has always been responsive to the evolving needs of their clients and their communities which tend to be underserved populations and has therefore grown tremendously over the years now serving over 11,000 clients a year. NJCRI provides a wide range of comprehensive care and supportive services through an integrated *“one-stop” service delivery model*. NJCRI provides integrated, high quality, co-located evidence-based programs which include primary care (outpatient/ambulatory medical care for adults, pediatric/adolescent/ LGBTQ+ medical care including hormone therapy, STD/Hepatitis C/HIV treatment), health education and prevention services, outreach, substance use treatment, mental health services, case management, prevention and harm reduction services (with three harm reduction drop-in

centers - Project WOW! for youth LGBTQ+ (13-24), the Pride Center for LGBTQ+ adults (21+ and older), and a drop-in center for homeless persons), nutrition and fitness services (food bank, food pantry, and fitness center), PrEP/PEP prevention services, treatment adherence, transportation, prisoner re-entry assistance, and HIV/Hepatitis/ STI/COVID counseling, vaccinations (COVID, Flu, and others), comprehensive testing and referrals, and clinical trials and behavioral and community-based research.

NJCRI has a wide range of well-established partnerships with both formal and informal agreements with key community stakeholders and CBO's, including the following: The Kintock Group provides: employment, education and placement, adult basic education and GED, and life skills education; The Lennard Clinic provides: behavioral health services, including MAT Services; Northern State Prison: provides referrals for post-discharge; Essex County Corrections; Tully House; GEO Group; The RAINN Foundation provides: emergency shelter and supportive housing for transgender; Shelter 224: Emergency Shelter; Hudson Pride Connection: client recruitment; ADAPT: Prevention of drug and alcohol abuse; Newark City Hall for employment and job readiness training; La Casa de Don Pedro: housing, employment, childcare/early education, outreach and legal services, and Rutgers New Jersey Medical School Center for Transgender Health for transgender care services and hormone therapy. We have many staff members that participate in committees throughout the Newark EMA. NJCRI staff have representation on all of Newark EMA committees and subcommittees including the EIRC subcommittees, as well as on the NJHGP, planning counsels and governor counsels. NJCRI continuously outreaches to a diverse population, including sex workers, injection drug users, and MSM, youth, immigrants, and transgender individuals.

To ensure cultural and linguistic competency, NJCRI employs staff that are reflective of the populations of focus in terms of culture, language, and experience, and the Office of Minority Health National Standards on culturally and Linguistically Appropriate Services (CLAS) are incorporated throughout the agency. Our staff demographics are Black: 61%, Hispanic: 21%, Caucasian: 16%, Asian: 2%, female: 46% and male: 50%. These demographics are like those of our clients: Black: 66%, Hispanic: 25%, Caucasian: 7%, Native American/Asian 2%; male: 70% and female 30%. With over 11,000 clients and a staff of eighty-five employees (most who are bilingual) NJCRI stresses the importance of cultural competency, inclusivity, and diversity.

NJCRI is committed to developing and maintaining culturally and linguistically appropriate standards for our clients and staff. NJCRI's cultural competency capabilities form the foundation of trust and understanding that enable the agency to effectively reach and serve its often-marginalized populations of focus—including transgender persons, substance users, and the reentry population. These standards are specifically designed to be easily accessible to assure that the needs of racial, ethnic, and linguistic populations severely impacted by the AIDS/HIV epidemic receive quality, unbiased services. Women, people of color, Latino populations, injection drug users, LGBTQ+, people who exchange sex for resources, and people with or at risk for HIV/AIDS are of particular focus in our designed approach.

NJCRI ensures that trauma informed care with healing-centered engagement is ingrained in agency policies/procedures. NJCRI incorporates a trauma-informed approaches to all program activities as up to 90% of NJCRI's PLWH clients have histories of trauma. Program staff receive regular training in best practices for trauma-informed care and services, and all agency intake forms have been tailored to include evidence-based trauma-informed screening tools. NJCRI staff attend New Jersey Department of Health and Senior Services diversity and trauma informed

care training programs. NJCRI has an extensive training and professional development program using the Relias Learning System that customizes training plans, automated compliance, tracking and reporting for annual training of all staff. Training curriculum includes cultural and linguistic diversity, communication, OSHA, HIPPA, managing emotions, case management, management classes, team building courses, child safety, crisis intervention, strategic planning, and de-escalation courses to name a few. We have ongoing health disparities training workshops monthly. “Lunch and Learns” are provided almost weekly on new treatment options in different areas of medicine and with antiretroviral therapies.

The following programs have been essential in improving health outcomes and achieving our goal of providing comprehensive easily accessible medical and behavioral health services to our clients. **Care and Treatment:** The Care and Treatment Services seek to empower people infected or affected by HIV/AIDS to live healthy, productive, and independent lives. NJCRI prides itself on providing one-stop shopping services for Primary Medical Care, Behavioral Health Services (Psychiatry, Mental Health Counseling/Education, Substance Abuse Counseling), Medical Nutrition Counseling/Education, Food Pantry, Treatment Adherence (TA) Counseling/Education, Medical Transportation Services, Direct Emergency Assistance (DEA) Programs, Support Groups, and Medical Case Management (MCM) Services. **LGBTQ+ Primary Care:** NJCRI offers inclusive, comprehensive primary care for the LGBTQ+ community with a special mission and goal to provide gender affirmative as well as supportive care to the transgender community. We aim to provide state-of-the art care in a safe, easily accessible and welcoming environment, featuring preventive, primary care, infectious disease care and gender affirmative hormonal treatment under one roof. We offer mental health, substance use disorder treatment and case management services as well as medical care to all and

strive to treat the whole person. **Prevention Services:** Prevention Services are funded by N. J. Department of Health and Senior Services (NJDHSS) and foundation grants, the goals of prevention programs are to provide risk and harm reduction, counseling services and use of federal and state curriculum to help clients identify high-risk behaviors and provide behavior change support. We provide preventative medical care to our high-risk populations, which includes primary medical care, OB/GYN, podiatry services, pre-exposure prophylaxis, or PrEP and Post Exposure Prophylaxis (**PEP**). **NJCRI's Project WOW!:** Project WOW! targets LGBTQ+ youth and young adults and at-risk young men (YMSM) ages 13-24. The program has been extraordinarily successful in reaching its goals and its outcomes were the subject of articles in the *New York Times* and *Out New Jersey*. These services include prevention with positives and negatives (what does this mean?), MPowerment, ARTAS and PrEP/PEP. **The Pride Center of Newark:** The Pride Center offers a range of services to LGBTQ+ adults, including safe meeting space, peer support, LGBTQ+ skills building, safe sex kits, PrEP as prevention, free rapid HIV testing, connection to treatment, one-on-one counseling, substance use counseling and transgender hormone therapy and medical care. Located downtown, the Pride Center employs holistic approaches to support LGBTQ+ adults in building a foundation of self-reliance, self-esteem, and self-confidence to promote individual and community-based sustainability. This project is funded through SAMHSA. **Behavioral Health/Outpatient Substance Use Care:** The primary goals of the Behavioral Health Care services are to provide a variety of outpatient individual and group substance use disorder (SUD) counseling services, case management, treatment, testing, navigation, and client empowerment activities. NJCRI recently received funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) to increase access to and engagement in care for racial and ethnic minority individuals with SUD

and/or co-occurring substance use and mental health disorders who are at risk for HIV or HIV-positive and receiving HIV services/treatment. NJCRI also received SAMHSA funding to implement the Medication Assisted Treatment – Prescription Drug and Opioid Addiction (MAT-PDOA) program. Mental Health services include counseling and psychiatric services. NJCRI's behavioral health service is licensed by the N.J. Department of Health- Division of Mental Health and Addiction Services (NJMHAS) to provide outpatient mental health and substance use disorder services.

Clinical needs: For over ten years our licensed clinical professionals from within the community have worked with clients to address trauma and un-resolved childhood trauma. The National Association of State Alcohol and Drug Abuse Directors (NASDAD) identified NJCRI's Project WOW as one of the top three performing agencies in the country who provides substance use and mental health services to the LGBTQ+ population. NJCRI's licensed Behavioral Health Unit provides a variety of mental health and substance use disorder services to the target population, their allies, and partners. NJCRI will implement evidence-based interventions to modify behavior and combat anxiety and depression.

Substance Use Disorder Treatment: The goals of the substance use disorder services are to provide easily accessible screening, assessment, outpatient treatment (Level I.5), intensive outpatient treatment (Level II), co-occurring services, and medication-assisted treatment. We provide immediate access to psychiatric services for clients in need, especially for the target population. We are requesting additional funding to increase psychiatric hours from 12 hours weekly to 18 hours. **Mental Health Services:** Mental health services' goals are to provide screening, assessment, therapy, psychiatric evaluation, and medication management. Clients are screened for trauma and monitored regularly to identify any life changing events that may impact

their mental health. **Counseling & Testing.** Counseling and testing services are funded by the NJDHSS/CDC for HIV, Hepatitis, COVID and STI testing improves health outcomes by ensuring that those who are HIV negative receive prevention case management and referrals to programs. Those who are HIV positive or Positive for COVID, Hepatitis C and STIS are immediately navigated to the clinic Medical Case Manager, RN and Mental Health worker who arranges a clinic appointment and other appropriate health and support services. We are also providing STI treatment with antibiotics for those that become reactive to STI and have implemented a Disease Intervention Program to help find those that are reactive for an STI in the community and coordinate their care to bring them in for treatment. NJCRI is a site for Rapid Hepatitis C testing and treatment and COVID testing. **National HIV Behavioral Surveillance (NJ REACT):** NJ REACT is a NJCRI Behavioral Survey Unit that conducts anonymous health research. NJ REACT conducts interviews in the Newark Eligible Metropolitan Area (NEMA), which includes Essex, Morris, Warren, Union, and Somerset counties. The studies are anonymous respondent- and location-based interviews. These interviews are conducted at our offices, mobiles units, and other sites. The information gathered assists in evaluating current behavioral trends and help direct prevention efforts. The mission is to gather information on individuals' HIV testing habits, risk factors, perceptions, and knowledge of services, in addition to other relevant questions. Participants are compensated for their time. The interview takes approximately 40 minutes. Participation in these services has led to improved services to the community. NJCRI'S project NJ REACT is funded by a grant from the CDC and the NJDOHSS. Outcomes of each study are published in the CDC's *Morbidity & Mortality Weekly Report* and provide the state of New Jersey with the epidemiological profile from the data that we collect. **Correctional Re-Entry Services:** The Correctional Re-entry Program provides prison discharge

planning at Northern State Prison and discharge planning for released inmates from Essex County Jail and community health services for the re-entry population to assure better health outcomes for inmates and those released into the general population. Ryan White Services are provided through Medical Case Management. **Clinical Trials:** NJCRI offers people of Northern New Jersey access to clinical trials (research studies) sponsored by individual pharmaceutical companies, as well as government studies. These are designed to look for the best way to care for people with HIV and other related illnesses. The trials may test new drugs or new uses for old drugs. The trials may look for the best way to treat or prevent the complications that come with HIV disease progression and the side effects these powerful drugs can cause. **The Syringe Exchange Program and Homeless Drop-in Center:** The Syringe Exchange Program has been an enormous success in meeting its intended goals, with over 5,600 clients enrolled and given prevention and harm reduction counseling as well as successfully referring and linking individuals to drug treatment. The Project Access Drop-in Center is funded to provide a “safe haven”, laundry and shower facilities, substance abuse and risk reduction counseling, nursing services in the form of counseling and testing, vaccinations, and wound care to substance users. Since 2018, the city of Newark has designated our drop-in center as a warming station for the city residents. Project Access is the only syringe exchange (SE) program located in Newark. The program is anonymous, and participants are provided with a card identifying them as a program participant, which allows them to legally possess syringes. Project Access began operating in 2008 and now serves over 1,100 unduplicated clients annually. **COVID- 19 Services.:** NJCRI offers people of Northern New Jersey access to COVID -19 testing and clinical trials/research. Those that are exposed to COVID- 19, suspect COVID-19 or have come into contact with a person that has COVID-19 or those that have symptoms of COVID-19 would qualify for these

trials and testing services. NJCRI also provides antibody testing to the general population through a research grant with Rutgers University. NJCRI is collaborating with the State Department of Health and Robert Wood Johnson Medical School on a testing project on our mobile units in conjunction with our HIV testing services. **COVID 19 Vaccine Task Force:** NJCRI has teamed up with the City of Newark to provide COVID-19 Vaccinations to the *Residents without Addresses* program at the shelters throughout the city and in recent weeks began to give the vaccine to the general population eighteen and over. We are also a certified NJ vaccination site and we have been providing vaccination clinics throughout the EMA. In addition, NJCRI has developed multiple, critical partnerships with other municipalities and community organizations that serve to strengthen our ability to conduct this work. Partnerships include but are not limited to: State of New Jersey DOH, Essex County DOH, The City of Newark DOH, Office of Homeless Services, Mayor's Office, The City of Irvington DOH, The City of East Orange DOH, The City of Plainfield DOH, Rutgers University, Urban Health and Wellness Institute, La Casa de Don Pedro (community outreach and engagement services, supportive services referrals) Bridges Outreach (community outreach and engagement) **Food Pantry:** The NJCRI food pantry adds to our clients' quality of life. Caring individuals, businesses, houses of worship, and other organizations donate much of the food distributed through our food pantry. A sizable percentage of the food we distribute comes from the New Jersey Food Bank. On occasion, we purchase fresh produce from a local wholesaler and make it available to our clients. **Transportation.:** NJCRI provides transportation for our clients to appointments at the agency and across the region. We utilize our passenger vans and UBER/LYFT to transport clients to and from medical appointments, appointments to specialty medical clinics, and other

appointments they may need transportation. This helps eliminate barriers to care by giving those that need transportation to access the services they need.

NJCRI conducts extensive and anonymous yearly customer satisfaction surveys. Each provider delivers the surveys to their clients to complete, and the client can return them through drop boxes around the building. The surveys are usually throughout the year and assessed by our QA Specialist. These results are shared with managers and directors, reviewed, and then discussed with staff in our staff meetings.

NJCRI is highly successful in achieving its current goals, as demonstrated by its recent successes. For example, in its Ryan White-funded program for People Living with HIV (PLWH), NJCRI served 321 patients in its most recent contract year; 100% were linked to medical care for medical screenings and they attend support groups and education sessions, as well as the agency's COVID-19 Vaccination Task Force (VTF), a mobile, street level engagement unit that has administered over 4,500 vaccinations to vulnerable, underserved populations throughout Essex County. NJCRI has achieved an 87% adherence rate to medical appointments, lab visits and meeting their standards of care appointments. There has been an 80% improvement in medical screenings, including PPD testing, STI testing and vaccinations, which has improved overall adherence rates.

II. Need and Impact

NJCRI serves more than 11,000 clients per year, of those 4,000 identify as LGBTQ+. According to NJCRI's staff, of those 4,000 clients approximately *90 percent* report a history of IPV victimization. IPV services is a significant gap in NJCRI's "one stop" service delivery model. NJCRI held a focus group with LGBTQ+ clients and it was reported they are most comfortable receiving clinical treatment when services are rendered by a member from the

LGBTQ+ population. As an agency already recognized for serving the LGBTQ+ population in a welcoming environment and “one stop” service model, the Rainbow Program is a critical addition in meeting the needs of the target population of the LGBTQ+ individuals who are IPV survivors.

According to the National Coalition of Anti-Violence Program (NCAVP, 2021), the LGBTQ+ population experience IPV at similar or higher rates as the non-LGBTQ+ population. However, within the LGBTQ+ community, rates of violence vary significantly amongst specific groups, and even more so when viewing these groups by race, social class, disability, etc. Transgender people are nearly twice as likely to experience IPV in public areas as people who do not identify as transgender. Bisexual people are more than twice as likely to experience sexual violence as non-bisexual people. LGBTQ+ Black or African American survivors of IPV are nearly twice as likely to experience physical violence as those who do not identify as LGBTQ+ and are 1.47 times more likely to be injured as a result of IPV than those who do not identify as LGBTQ+ and Black or African American.

Intimate Partner Violence (IPV) is a pattern of coercive behavior characterized by the domination and control through physical, psychological, emotional, verbal, sexual, economic abuse and/or isolation. Even though anyone can be a victim of IPV, regardless of gender, age, race, religion, ethnicity, or socio-economic status, the majority of IPV awareness focused on heterosexual relationships leaving battered individuals of the LGBTQ+ community underserved and marginalized. Nevertheless, recent literature shows that the prevalence, patterns, and characteristics of IPV in LGBTQ+ relationships are similar with those in heterosexual intimate partnership. For example, the National Intimate Partner and Sexual Violence study on Victimization by Sexual Orientation found that those individuals who identifies themselves as

lesbian or gay report IPV and sexual violence equal or at higher rate than individuals in heterosexual relationship (Walters, M.L., Chen J., & Breiding, M.J., 2013). The 2015 U.S. Transgender Survey found that approximately 54 percent of respondents experienced some form of IPV, including acts involving coercive control and physical harm. Additionally, nearly half (47 percent) of transgender respondents were sexually assaulted at some point in their lifetime and one in ten (10%) were sexually assaulted in the previous year (James, S. E., Herman, J. L., Rankin, S., Keisling, M., Mottet, L., & Anafi, M., 2016).

LGBTQ+ youth also routinely report higher rates of dating and IPV than their heterosexual peers. Based on the CDC's Youth Risk Behavior System (YRBS) data 2007-2017, findings suggest disparities in sexual and physical dating violence between LGBTQ+ and non-LGBTQ+ youth in 2017. Among non-LGBTQ+ respondents, 7 percent reported experiencing physical dating violence and 8 percent reported they experienced sexual dating violence. However, 18 percent of LGBTQ+ respondents reported experiencing physical dating violence and 16 percent reported experiencing sexual dating violence. In addition, transgender youth experience high levels of violence. Among transgender respondents, 20 percent have experienced physical dating violence and 12 percent have experienced sexual dating violence (CDC, Division of Adolescence and School Health, 2018).

Since reauthorization of the Violence Against Women Act (VAWA) in 2013, the LGBTQIA+ individuals are entitled to be protected from violence and discrimination; however, despite the prevalence of LGBTQ+ partner violence, there are only a very few programs specifically serving LGBTQ+ IPV survivors. The need for more inclusive services for LGBTQ+ survivors is great in all areas, such as shelter and housing, culturally specific advocacy and counseling are especially wanting. If battered LGBTQ+ survivors do not have supportive

services available, families or other helpful social network, they may have even fewer resources and thus are more likely to be isolated and “trapped” in the abusive relationship.

A primary initiative of the US Dept. of Health and Human Services, Division of Family Violence Prevention and Services Act (FVPSA, 2016), is to increase opportunities for LGBTQ-specific agencies to create or strengthen DV/IPV advocacy and support. A recent survey of LGBTQ domestic violence survivors seeking services indicate that most LGBTQ individuals would prefer to receive DV/IPV services in an LGBTQ-focused program. Survey recipients indicated they felt that they would be more accepted, less likely to have to explain themselves, and less likely to be judged at an LGBTQ organization (FVPSA, 2016). The DV/IPV state and local policymakers and administrators are encouraged to promote building capacity in the LGBTQ DV/IPV area withing culturally specific programs.

In addition, although agencies extend their services to LGBTQ+ individuals, many do not provide inclusive services that deal with the unique consequences of LGBTQ+ survivors of IPV:

1) LGBTQ+ battered survivors are more likely unable to seek a culturally appropriate program services and shelters due to their limited existence and availability, 2) they are more likely to be at high risk for substance use and to suffer from poor mental health and trauma, 3) battered LGBTQ+ survivors are less likely to seek help from law enforcement due to societal homophobia, stigma and discrimination due to their sexual orientation or gender identity, and 4) the LGBTQ+ battered survivors are likely to have the same informal support system, such as friends and social spaces as their abuser, which in turn means that leaving their partner means losing their providing community as well.

As the economic, health and mental health consequences of the COVID-19 pandemic is unfolding across the U.S. and worldwide, the piling evidence suggests an increase in IPV

incidents especially among already marginalized LGBTQ+ individuals that are already more likely to be homeless or unstable housed, living with disabilities and mental health outcomes (A. Abramson, 2020). Consequently, battered LGBTQ+ individuals can benefit from LGBTQ+ specific and inclusive program that recognizes and gives voice to the nuances of IPV issues within LGBTQ+ community.

To meet these needs, the ***Rainbow Program*** will offer inclusive services to LGBTQ+-intimate partner violence survivors. The program will include a certified IPV victim advocate, counselor, and care coordinator. The ***Rainbow Program*** will provide a range of “new” services that will complement the NJCRI’s comprehensive menu of services. Services to be added include IPV 24-hour hotline, safety planning, crisis intervention, emergency/temporary shelter/housing, IPV counseling and support groups, IPV case management, care coordination/peer support, case management, Victim Advocacy and Support Services, legal services, support in the navigation of the criminal justice process, and referral to existing LGBTQ and IPV culturally appropriate community-based services.

III. Program Approach

The proposed NJCRI’s ***Rainbow Program*** will fill a vital gap in providing specialized Domestic and Intimate Partner Violence services and support to LGBTQ+ clients in the Newark, NJ area. The program will serve 300 clients in the first year, 400 in year two, and 500 in the 3rd, 4th, and 5th years. Clients enrolled in NJCRI services will have the benefit of receiving IPV services at the same location that they have already established a level of comfort and safety. Clients’ confidentiality is protected under NJCRI’s Confidentiality policies and protection of anonymity.

The primary goal of the new ***Rainbow Program*** is to provide an easily accessible, holistic, culturally competent, client centered, trauma-informed approach that would be linked with the comprehensive service model already available within NJCRI. Because the PRIDE Center has extensive experience working with the LGBTQ+ population and created a culturally safe and friendly space for LGBTQ+ clients, the concept of adding IPV services to the comprehensive “one stop service model” within NJCRI allows LGBTQ clients to remain in the environment where they already feel safe; because NJCRI is already familiar with working with LGBTQ+ populations, the ***Rainbow Program*** will be able to serve IPV survivors immediately.

NJCRI staff have found that 90% of the 4,000 LGBTQ clients they serve in a year, report a history of IPV victimization. Based on current numbers, the proposed ***Rainbow Program*** anticipates serving a minimum of 300 LGBTQ+ IPV survivors in the first year. Most survivors referred to the Rainbow Program will be received internally. All LGBTQ clients enrolled in NJCRI services will receive a “4 question” screening to identify their IPV victimization. This screening will help to appropriately direct IPV clients to the ***Rainbow Program*** staff and other support services. As clients become aware of the ***Rainbow Program***, staff believe enrollments will quickly exceed capacity. The anticipated annual number will grow to 400-500 clients receiving ***Rainbow Program*** services, to meet the demand, additional clients may be referred to external partners. A long-term sustainability plan will be developed upon funding approval to address the highly anticipated demand.

The ***Rainbow Program*** will provide the following IPV focused services: *24-hour hotline, crisis intervention, safety planning, emergency shelter, individual and group counseling, advocacy, criminal justice support and referrals to internal and external services for survivors of DV/IPV victimization.* It will also provide stakeholders and the community with information on

the intersection of intimate partner violence, sexual assault and LGBTQ+ survivors through a newly formed *LGBTQ+ IPV Network* and engage in community outreach. The primary program components are discussed in more detail below.

24-Hour IPV Hotline

The IPV hotline will operate 24 hours a day, 7 days a week immediate access hotline service to provide emotional support, practical information, and referrals to callers 24 hours a day NJCRI will create a 24-hour hotline/chat model to assist LGBTQ+ IPV survivors using an 1-800 phone number that will go to a cellphone. NJCRI will train LGBTQ+ volunteers and Rainbow Program staff to manage the hotline. The primary focus will be to understand and address the caller's immediate needs around physical, emotional, and financial safety. The hotline may be the first point of contact between survivors and IPV services, an initial screening will be completed, and the *Rainbow Program* will be explained to the caller to encourage an in-person intake and appointment with the IPV Counselor. In addition to assessing the immediate needs, the caller will receive information and resources. To accommodate the target population of LGBTQ+ IPV survivors, NJCRI will offer a text message feature to assist clients who cannot call but can send a text message.

Crisis Intervention

Crisis Intervention services will be used to determine the immediate/life threatening situation to ensure the safety, and to determine the emotional, behavioral, mental, and physical state of the IPV survivor. NJCRI has the resources to respond to immediate crisis situations requiring medical, behavioral health, legal, housing, and/or law enforcement responses. Once the immediate safety and basic needs are met staff will work with the IPV survivor to refer them into comprehensive services and support.

Safety Planning

The *Rainbow Program* staff will assist clients with completing an individualized safety plan and emergency contact information will be included on the intake form. Safety planning for LGBTQ-identified survivors of IPV has many similarities to safety planning for straight survivors. Staff will assist the survivor in collecting important documents, planning for a violent incident by identifying areas in the home where escape may be easier or where access to potential weapons are limited, reviewing technological safety, and creating a “go-bag” if the survivor needs to flee their location in a moment’s notice. If possible, staff will assist survivors in identifying safe places to store critical items or strategies to procure them if they choose to leave their abusive partner. Staff will assist survivors with identifying locations available to seek safety. Discuss with the survivor where they would feel safe going if they were not able to go back to their home. Staff will remind clients to continue to assess and update their safety as their circumstances change.

Emergency/Temporary Shelter

NJCRI has a wide network of resources to provide emergency, temporary, and semi-permanent housing to IPV survivors. IPV Survivors seeking emergency housing will work with the Care Coordinator/Peer Mentor to identify their housing needs and identify a space. Some organizations that offer shelter services promote inclusion through the provision of comparable services (i.e., extended hotel placement) for survivors who do not reside within the shelter. In addition, creating alternatives to sheltering services might be created. These alternatives might vary from apartment placement to supplementing IPV survivor’s own housing. NJCRI has formed partnerships with four shelters dedicated to creating a safe space for LGBTQ+ clients.

- Urban Renewal 224 Emergency Shelter has joined forces with NJCRI in providing emergency shelter for the LGBTQ+ population by designating 15 beds for the target population. While at the Urban Renewal, LGBTQ+ clients are safe and provided with resources to secure stability.
- Project Nest is a shelter for those that are LGBTQ+ and HIV positive. They will provide risk reduction counseling, community support, case management and housing.
- The Essex County Safe House provides shelter in a safe and supportive environment for families in crisis and provides the help, education, advocacy & guidance needed to empower survivors to live safe and productive lives.
- The RAIN (Reaching Adolescents in Need) FOUNDATION is New Jersey's LGBTQ+ emergency shelter. Through this partnership, NJCRI refers our LGBTQ+ clients seeking emergency shelter. RAIN aims to help LGBTQ+ adolescents lead healthy, productive, and meaningful lives. RAIN provides transitional housing solutions to LGBTQ+ individuals experiencing crisis leading to homelessness.

NJCRI administration are working with their housing and shelter partners to improve privacy to increase LGBTQ+ IPV survivors' access to existing domestic violence shelter programs.

Medical Services

NJCRI provides medical care services to all clients enrolled in their programs. IPV survivors may receive medical services in a safe LGBTQ friendly space, with medical staff who work closely with clients who have a variety of health care needs. NJCRI is one of the leading agencies in the region working in HIV/AIDS care. IPV survivors may receive full health screenings and medical treatment. The Care Coordinator/Peer Mentor will assist in identifying the needs of clients and may escort the IPV Survivor to the medical clinic as needed.

IPV Trauma-Informed Counseling and Support Groups

Research indicates that LGBTQIA+ individuals experience higher rates of traumatic events and may be at greater risk for developing symptoms of PTSD, depression, and anxiety as well as experiencing suicidality and isolation (Dixon, 2021). These concerns are amplified for LGBTQ+ survivors of IPV, especially transgender individuals and survivors of color. The IPV Counselor will conduct a trauma assessment, IPV Tool, mental health and substance abuse assessment, and an ASI screening to determine the specific counseling needs for each client. To ensure that the target population's needs are met, NJCRI will adjust evidence-based interventions to address the IPV survivors. NJCRI will use telehealth services or other innovative interventions to reach, engage, and retain clients receiving services. NJCRI will provide telehealth services via cell phone (texting and phone calls) for counseling, support, and referrals to encourage retention in care and to stay in contact with clients for additional service needs. IPV survivors may be referred to mental health and substance abuse services available through NJCRI.

Victim Advocacy and Services

LGBTQ+ survivors are more likely to underutilize law enforcement agencies because of fear of re-victimization and insensitivity. The victim advocate has a unique opportunity to ensure that survivors are treated with fairness and respect, afforded their rights, and provided with the services they need to help ease the impact of victimization. The victim advocate trained in cultural competence about LGBTQ+ will ensure that the notion that sexual orientation and gender identity is relevant and LGBTQ+ clients will be recognized. The advocate will also establish and maintain a comprehensive resource directory for referrals that will be appropriate for and unique to LGBTQ+. LGBTQ+ persons, in general, need a victim advocate that understand not only the extent and seriousness of IPV incidents within LGBTQ+ communities

but also understand the amount of cultural and internalized homophobia or transphobia that these individuals experience. The advocate will build on NJCRI's existing relationship with Newark Police Department and work closely with the Newark Police LGBTQ+ Liaison, Detective Holmes to train new police recruits on IPV among LGBTQ+ clients to reduce stigma and homophobia. The victim advocate will regularly contact Det. Holmes regarding IPV or DV concerns and to promote awareness and program materials.

Legal Services

Temporary restraining orders (TRO) prevent the abuser from contacting the IPV survivor. NJCRI's LGBTQIA+ legal clinic provides LGBTQ+ clients with assistance in petitioning a temporary restraining order. NJCRI also partners with the Essex County Prosecutors Office of Victim-Witness Advocacy to assist clients in the TRO process. During this process, NJCRI's community partners walk the client through the options in securing safety. The Victim Advocate will work with clients undergoing this process to increase support and reduce anxiety. NJCRI and Rutgers University have created a Pro Bono LGBTQ+ **Legal Clinic**. LGBTQ+ clients of the Pride Center and Project WOW, seeking legal services and counseling, meet with Rutgers's law students (under the guidance of Juris Doctor/ University professor) and esquires to ask legal questions. The legal clinic has a history of providing knowledge and assistance with name changes, temporary restraining orders, immigration, gender marker changes, criminal and civil matters, and domestic violence & intimate partner cases. The Victim Advocate will provide guidance and vital support to navigate the criminal justice process.

LGBTQ+ court approved program for survivors of IPV: NJCRI will coordinate with Essex County DCP&P's resource and permanency units to educate LGBTQ+ youth and young adults and their caregivers on IPV signs to increase awareness. NJCRI will assist with reunification by

educating parents and resource parents on LGBTQ+ concerns and explore ways to support this marginalized and vulnerable population. NJCRI will work with local DCP&P offices to facilitate LGBTQ+ 101 presentation and train family support service workers, casework supervisors, and case aids to recognize signs and symptoms of IPV and ways to support and provide stability to their caseload. Because LGBTQ+ needs are unique and there are limited resources, NJCRI will implement “many men, many voices”? (3M), a group-level evidence-based intervention for men who have sex with men. Clients will process with trained counselors on topics relating to the following: relationship issues, partner selection, and social support.

Public Awareness Campaigns and Outreach to Increase Visibility

Not all survivors of IPV receive equal attention by the media, social services, or criminal justice agencies. Even though there is an organized effort to identify and reach historically marginalized communities such as LGBTQ+, these individuals are often underrepresented and underserved. A public awareness campaign will be designed to increase awareness of the extent and impact of Intimate Partner Violence among LGBTQ+ populations. The NJCRI website will be updated, and literature developed to distribute across the community; particularly in areas where the LGBTQ+ population frequents.

New Jersey LGBTQ+ IPV Network

The Rainbow Program will develop a network with statewide service providers across all disciplines who work on behalf of the LGBTQ+ population to make certain that IPV services are made available to the LGBTQ+ population. Additionally, created collaboration can provide practical guidance about how best to implement the IPV policy and promote inclusive program operations, and alert of the potential challenges. Additionally, the program will also collaborate with the mainstream domestic violence and sexual assault organizations in the community to be

aware of currently available services as well as to make this new program visible and reputable within LGBTQ+ communities. It is essential that the level of collaboration between this LGBTQ+ anti-violence program and mainstream victim service providers—including law enforcement agencies—increases. Such collaboration will foster LGBTQ+-specific competency and sensitivity in mainstream first responders and providers and supply an important link between LGBTQ+ survivors and the civil and criminal justice systems. Interagency coordination and collaboration will also result in a broader range of remedies for LGBTQ+ survivors and communities and assure that LGBTQ+ survivors and communities receive the resources they need to survive the violence and engage in meaningful prevention.

IV. Staffing and Personnel




The oversight of the *Rainbow Program* will be provided by [REDACTED] [REDACTED] the LGBTQ Program Director. [REDACTED] has more than 21 years' experience working with the LGBTQ population, domestic violence, IPV, and at risk-youth. He will provide leadership, supervision, and support to the program staff. The program will be housed as a “stand alone” unit within LGBTQ services. Private office space, meeting room, group support room, and “a safe haven space” will be available to the program. The Rainbow Program will be staffed with one full-time IPV trained Counselor/Program Manager, one full-time Victim Advocate, one full-time Care Coordinator/Peer Mentor, and an evaluation team. The IPV Counselor will split their time between managing the program and providing direct services to IPV survivors. The IPV Counselor will conduct intensive intake assessments, provide individual counseling, support groups, supervise staff, and manage the day-to-day tasks of the program. The Victim Advocate will provide victim services, ensure survivors' rights are met, and provide a linkage to the legal and criminal justice process. The Victim Advocate will aid with filing for

victim compensation, accompaniment to the court, legal proceeding dates, completing a victim impact statement, and external DV/IPV resources available in the community. The Care Coordinator/Peer Mentor will provide case management, work with the survivor to update their safety plan, monitor participation in services, stay in touch with the survivor, and provide support and guidance throughout service delivery. All **Rainbow Program** staff will be trained in crisis intervention, managing the hotline, trauma informed care, domestic and Intimate Partner Violence.

LGBTQ+ volunteers will be hired and trained to support the 24-hour hotline service, provide peer mentoring and support, and to assist with community awareness campaign and related activities. As volunteers become more experienced, they may be trained to assist with court accompaniment during legal proceedings, and escort clients to shelters, legal services, and direct clients to external resources.

Evaluators will conduct research, provide staff training and monitor data collection, management, and analysis; provide CQI, and annual reports. A data dashboard will be established, and a database developed.

NAME/POSITION	ROLE	QUALIFICATIONS
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Director, LGBTQ Services 10% FTE In-Kind Service MHS, LCADC, LAC	Oversee entire management and supervision of the project. All clinical staff report to him. Monitor program activities, client services, reporting, and staff management.	Knowledge of budgeting, supervision, employee training, state regulations for grant processes, organizational systems, connect with external partners, service on community-advisory committees.
IPV T1 Counselor/Project Manager 1 FTE (To Be Hired)	Assist PD with administrative, managerial, reporting requirements. To provide direct services to include crisis intervention, intake/assessment, trauma informed practices, and group supportive	Licensed clinical counselor. Must have counseling experience (preferably at least 5 years) and knowledge of

	counseling, advocacy, and referral. Determine mental health and substance use disorders and communicate those needs to a referring program. Assist survivors with safety planning, and advocate to referral sources for resources and support.	the dynamics and issues related to DV/IPV, and trauma; preferably working with LGBTQ populations. Will consider LSW/LAC.
Victim Advocate/ Services 1 FTE (To be Hired)	Help survivors navigate various systems to obtain resources. This may include, emergency housing, health care, victim compensation, immigration, legal advocacy, and support with the criminal justice process. Conducts assessments, collaborates with the criminal justice system (i.e., state's attorney's office, law enforcement), and other victim service providers. Supervises the Peer Advocate/Care Coordinator.	Bachelor's Degree in criminal justice, social work, or another related field. Preferably at least 2 years' experience working with crime survivors. Trauma training.
Peer Mentor/Care Coordinator 1 FTE (To be Hired)	Develop holistic care plans and provide broad support to survivors. Provide outreach and engagement services, schedules intakes and provides one on one support, may facilitate peer support groups and other activities for clients, provide support to the hot line, assist with clients with accessing referral services, and other duties as assigned.	Preferably one year experience. Associate degree or other professional development training. Trauma and IPV training. Empathy to work with survivors, written and verbal communication skills, time management skills,
Volunteers – IPV 24-Hour Hot Line Services	Assess, identify, and intervene to assist individuals in crisis to reduce further harm, establish safety plan. Identify immediate needs and arrange for services. Follow through with scheduling intakes, maintain records.	One year of related experience (work or volunteer). Trauma, Crisis Intervention, and IPV Training.
   Evaluators Contractual TraCS, LLC,	Conduct research, design and implement a program evaluation. Provide data analyses to monitor project goals and objectives, assist in report preparation, and conduct outcome evaluation, and continuous quality improvement (CQI).	50+ combined years of evaluation research experience working with victim services agencies.

V. Program Implementation Schedule

Upon receipt of award grant, NJCRI will begin the implementation process, the first stage of

implementation will be to expediate the hiring process of program staff to ensure that services will begin within a 30-day period. The second stage of implementation will involve the review and development of all program policies to ensure that trauma informed practices and client confidentiality protocols are consistent with the Department of Children and Family, and the State of New Jersey. Staff will be hired. Also in this phase, the evaluation plan and database will be developed, and staff will be trained on the implementation of all assessment tools. The third stage will be to develop the client screening, assessment, and intake protocols, and the 24-hotline protocols will be formulated. At this stage all staff will be trained in DV/IPV victimization, trauma informed care, safe child standards, and managing the 24-hotline system. The program will begin accepting clients at the start of the second month of funding. Client monitoring systems will be established, and 24-hotline tracking system will be in place. The next phase of the program will be to implement a quality improvement process. By the end of the six month and therefore throughout the life of the grant, every six months the team will collect and process client data. The data will be managed by the evaluators and research protocols established. The development of a New Jersey LGBTQ+ IPV Network will be established by the sixth month. The network will be asked to provide recommendations for program improvement and systems change based on the semi-annual six month data report outs.

VI. Outcome and Evaluation

Throughout the life of the grant, an interactive performance measurement process will assess the program and support services and if deemed not to provide a trauma informed, holistic and culturally appropriate response, the program aspects will be modified as needed. The program and client outcome assessment include short term goals: 1) increase the number of battered LGBTQ+ individuals correctly screened and identifies as a victim of IPV; 2) increase the

confidentiality and immediate safety of LGBTQ+ battered survivors; 3) increased awareness of existing options and clients' perception of the program effectiveness in meeting their needs. The long-term outcome involves improving the quality of life of battered survivors and improved community response to LGBTQ+ battered survivors.

The overall outcomes of the proposed program are to address barriers in services for LGBTQ+ survivors of IPV. The data collection and performance measurement will consist of three levels of data collection and reporting: (1) implementation of the LGBTQ-inclusive program (2) a program assessment, and (3) client outcome measures will examine the impact of program from baseline to the end of the project period. The ***Rainbow Program*** is designed to adhere unique experiences for LGBTQ survivors of IPV through data collection and trauma-informed program assessment. The analysis will be done on access and utilization of all trauma-informed services to assess individual progress and change through their participation.

Program level data will be collected through the 1) screening assessment and intake process, 2) direct LGBTQ- specific trauma-informed services provided by the victim advocate/case management, and mental health care, 3) forms to promote effective documentation/tracking and 4) number of referrals of clients to other existing violence recovery resources

Client level data will be collected individually through 1) gender-neutral partner violence screening survey through Abused Assessment Screen (AAS) and 2) self-report trauma surveys through Brief Trauma Questionnaire (BTQ), (3) assessment of adult client condition in seven key problem areas that are typically affected by substance abuse through the Addiction Severity Index (ASI), and (4) number of hotline calls, recorded and stored in a safe location, and utilized for reporting purposes.

LGBTQ+ Inclusive Program Measures: Program data will be collected on the number of individuals screened and/or referred to the program, number of victim advocate/case manager activities (confidential services to LGBTQ survivors, navigating them the criminal justice system, strategize their safety, and address other issues such as housing, physical and mental health needs children's issues etc.), number of holistic legal services to LGBTQ survivors of IPV (orders of protection, child support, child custody, legal separation, immigration matters, housing matters etc), number of community outreach activities, and number of peer support activities. Data will be collected and analyzed on demographic characteristics of participants, number of baseline assessments completed, number of follow-up assessments collected, number of administered services.

Client Outcome measures: The Abused Assessment Screen (AAS), Addiction Severity Index (ASI 5th Ed.) and Self-Reported Brief Trauma Questionnaire (BTQ) will be used for baseline assessment and measuring outcomes for LGBTQ survivors of IPV. After initial screening for the victimization and follow up ASI and trauma assessment, composite scores will be computed for each domain and will be used to measure changes in outcomes over time. The intake and screening tool will effectively differentiate between batterer and victim in same-sex abusive relationship. Outcome measures will include: percentage of individuals who will call in or are referred into the program; percentage of individuals receiving services within the LGBTQ-inclusive program; percentage of individuals that are referred to external services and LGBTQ-specific resources, changes over time in reported problems; change over time in psychosocial indicators; percentage of participants with an identified need who show improvement in other areas,; and counselor's assessment of psychological/mental health status. Also, the number of individuals enrolled in shelter/transitional housing at baseline who achieve housing stability.

VII. Leveraging and Sustainability

NJCRI's long-term sustainability plan consists of strategies to reduce future service costs and build on efficiencies attained through running the LGBTQ+ Safe Space Project. NJCRI will provide in-depth staff training on lessons learned, integrate findings on effective service approaches and staffing patterns, measure appropriate project performance indicators, and utilize relevant data collection and analysis techniques. The agency will work collaboratively with internal and external service providers to provide in-kind services and disseminate project methods and "lessons learned" to other providers and community-based organizations in New Jersey that serve LGBTQ+ communities. The agency will also continue to participate with similar providers on various consortia and networks and present the project models and findings when the opportunity presents itself. It is unlikely that NJCRI will eradicate intimate partner violence among LGBTQ+ individuals within a grant cycle, so it is crucial that the LGBTQ+ Safe Space project continues if funding is disrupted. NJCRI will utilize community partners, university support, and concerned volunteers to continue providing a safe space for the LGBTQ+ community, donating resources, and keeping the community informed. NJCRI's is licensed to bill insurance providers for mental health and clinical services and will work with patients and clients on receiving services. NJCRI also provides a sliding scale for clients who meet financial requirements. NJCRI's behavioral health and LGBTQ+ Service department consist of trauma-informed counselors and licensed substance use disorder counsel to meet the target population's needs, and no matter the cost or circumstances, NJCRI will work hard to meet the client's needs.

VIII. Budget Narrative

The DCF-DOW budget request for the ***Rainbow Program*** will support 3 program staff positions and the evaluation contract. NJCRI will be providing in-kind to the program - 10% FTE for the

Pride Center Director. The DCF-DOW grant will fund 1 FTE **Program/Manager/IPV Counselor** – this position will be hired upon approval of funding and will be responsible for both program management and providing Counseling services to IPV survivors. The grant will fund 1 FTE **IPV Victim Advocate** to be hired upon approval of funding and will be responsible for providing advocacy and support to the survivors, and 20% FTE **Care Coordinator/Peer Mentor** – this position will be full-time with 20% funded by the grant budget, and 80% funded by NJCRI as an in-kind expense. The Care Coordinator/Peer Mentor will provide case management, client monitoring, referral services, and peer support to survivors. **Evaluation Research** – the DCF-DOW grant will fund the program evaluation; the cost is based on 10% of the base budget.

In-Kind Expenses provided by NJCRI to the **Rainbow Program - Peer Mentor Volunteers** will be hired and trained as volunteers to support the 24-hour hotline at no cost to the grant.

Cellphones for use in operating the 24-hour Hotline will be provided in-kind. **Miscellaneous Supplies** will be provided in-kind to the grant. **Security Services** will be provided in-kind. **Technology** will be provided in-kind.

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Trauma – Informed Care Statement

NJCRI is committed to incorporate knowledge about trauma-informed care into every aspect of service delivery and will include policies to ensure trauma-sensitivity and trauma-informed practices across the agency. Implementing a trauma-informed approach means that the program will share a set of principles that place trauma at the center of all interactions; provide battered victims with emotional as well as physical safety and increase an access to legal protections and trauma informed counseling. IPV services are trauma-informed and culturally appropriate for LGBTQ individuals. NJCRI provides a welcome and safe environment that is inclusive, trauma sensitive, and not revictimizing. The Rainbow Program staff will all be trained in trauma-informed care and best practices, cultural diversity and inclusivity, and IPV victimization. Staff will work with IPV Survivors in strengthening their growth, resilience and healing in order to deal with the complex issues that they face in seeking safety, recovering from the traumatic effects of intimate partner violence, and rebuilding their lives.

Trauma Informed Care Policy

It is the policy of NJCRI that all programs shall:

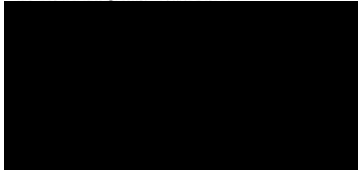
- Adopt a trauma informed culture: values, principles and develop a trauma informed system of care ensuring safety and preventing re-traumatization.
- Engage in organizational self-assessment of trauma informed care.
- Adoption of approaches that prevent and address secondary trauma of staff.
- Screening for trauma exposure and related symptoms for patients/clients
- Conduct trauma-specific assessment for patients/clients.
- Provide trauma-specific services for patients/clients using evidence-based practice(s) (EBPs); or evidence informed practice(s)
- Promote patients/clients' involvement in the development of a trauma informed community that promotes healthy development of children and reduces the likelihood of adverse childhood experiences.



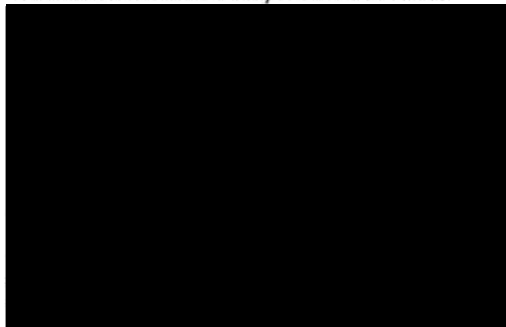
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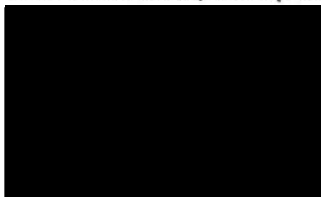
John V. Jacobi, Esq., (President)
Seton Hall University – School of Law
One Newark Center
Newark, NJ 07102



Thomas A. Flynn, MBA, FASHE, (Treasurer)
Administrator, Chief Compliance Officer
Hackensack University Medical Center



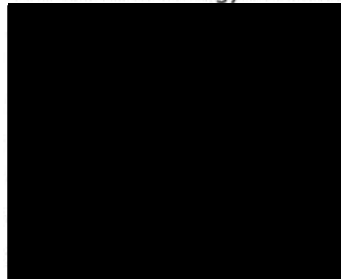
Donald Ransom, CSW (Secretary)



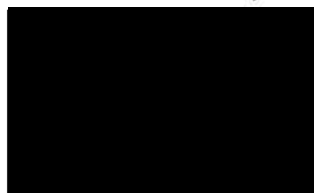
Anthony Smith
Lincoln Park Coast Cultural



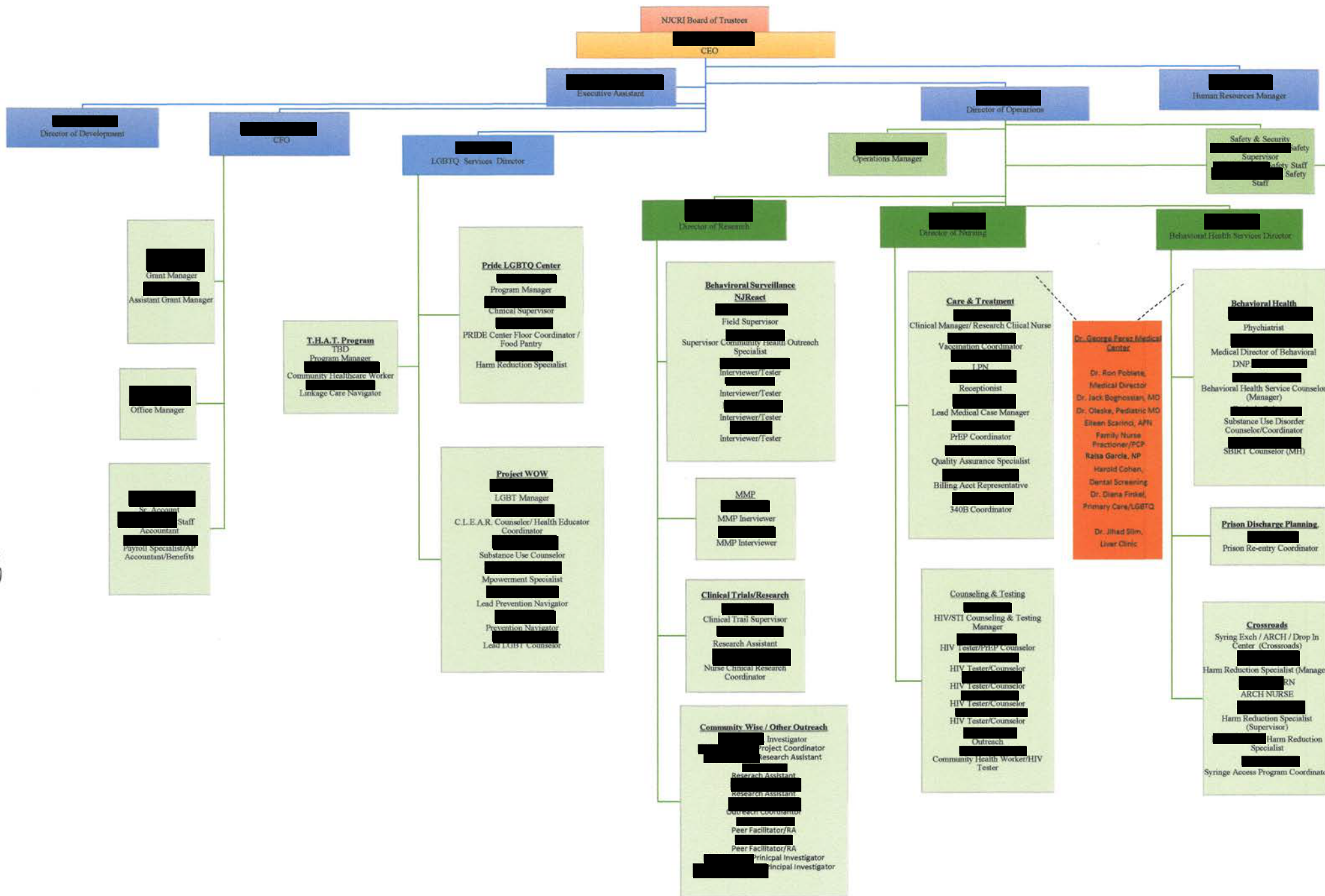
Claire K. McMahon, M.D.
Pediatric Cardiology Associates



Mervin I. Griffin MD, FAAEM



All Board Member Terms are for 1 year, most recent term is 6/30/2021-6/30/2022



November 08, 2021

DCF Grant - Rainbow Program

Dear [REDACTED]

NJCRI proposes a project that will extend intimate partner violence / domestic violence services to the LGBTQIA+ community. LGBTQIA+ individuals are entitled to be protected from violence and discrimination; however, despite the prevalence of LGBTQIA+ partner violence, there are only a few programs specifically serving LGBTQIA+ IPV survivors in New Jersey despite the prevalence of LGBTQIA+ partner violence. The need for more inclusive services for LGBTQIA+ survivors is great in all areas, such as shelter and housing, culturally specific advocacy, and counseling are especially wanting. Because there is a lack of IPV/DV services in New Jersey, NJCRI will :

- Assist LGBTQIA+ IPV/DV clients through the criminal justice system
- Provide referral to shelter or safe house
- Assist with temporary restraining orders
- 24 hour hotline Assistance
- Offer peer mentor/care coordinator support

NJCRI works to achieve its mission by increasing clients' access to medical care and supportive services, including psychosocial support, practical skills building, and education. Over its long history, NJCRI has grown tremendously and now serves over 10,000 clients each year. As a result, the agency is now a leading provider of supportive services, primary medical care services and specialty medical care in Newark and throughout Essex County. NJCRI provides a wide range of comprehensive care and supportive services through its integrated "one-stop" service model, which includes an integrated care clinic space for primary care and behavioral health services. NJCRI's work and capabilities includes health education and prevention services, outreach, primary care, substance use treatment, prevention and harm reduction services, mental health services, three drop-in centers (Project WOW! for youth LGBTQ, PRIDE Center for Adult LGBTQ one for homeless persons), case management, nutrition and fitness services (food bank, food pantry, and fitness center), clinical trials, outpatient/ambulatory medical care for adults, pediatric/adolescent/LGBTQ medical care, STD/Hepatitis C/HIV treatment, PrEP Prevention services, treatment adherence, transportation, prisoner re-entry assistance, and HIV/Hepatitis/STI counseling, testing and referral (CTR).

I am writing in support of NJCRI's request for Funding to help ease the gap on LGBTQIA+ services in Essex County.

This letter confirms our support for your grant proposal for Ryan White funding. As a community partner, The HELP Center @ 224 will continue to provide emergency housing and case management for the clients that we serve.

We look forward to working with you and wish you the best of luck with this application.

Sincerely,



Tricia Dolnik

OFFICE OF THE ESSEX COUNTY PROSECUTOR

THEODORE N. STEPHENS, II
ACTING ESSEX COUNTY PROSECUTOR

ESSEX COUNTY VETERANS COURTHOUSE, NEWARK, NEW JERSEY 07102

Tel: (973) 621-4700

Fax: (973) 621-5697



ROMESH C. SUKHDEO
ACTING FIRST ASSISTANT PROSECUTOR

MITCHELL G. McGUIRE III
ACTING CHIEF OF DETECTIVES

November 16, 2021

To Whom It May Concern:

North Jersey Community Research Initiative (NJCRI) has always responded immediately to the needs of their client population and has successfully engaged many hard to reach clientele, including, LGBTQIA+ female and male survivors of intimate partner violence and their families, those transitioning back into the community from the custody of New Jersey Department of Corrections after serving terms of incarceration for non-violent offenses, adolescents, and those with substance abuse or mental health issues. Therefore, I am pleased to endorse their proposed grant application for funding through the State of New Jersey Department of Children and Families Grant Program.

NJCRI provides culturally and racially-sensitive and gender-neutral core services to LGBTQIA+ victims of domestic violence and their children who are accessing services through the agency's non-residential local-level programming. Crisis counseling, mental and physical health and wellness screenings and advocacy, community education and outreach, financial literacy, vocational readiness, and other supportive services are provided free-of charge and in languages and dialects specific to the community the agency serves.

NJCRI has a clear understanding of the essential value of collaborative services and use their knowledge to integrate a full-service treatment plan for the LGBTQIA+ survivors of intimate partner violence and their immediate families. The need for quality services, especially in communities of color, is great in Essex County. The staff of NJCRI understands and effectively and expeditiously responds to these needs. NJCRI leadership and staff have worked tirelessly to develop and coordinate integrated service networks within the Essex County that work to keep our neighborhoods violence-free and our children safe and thriving as they prepare for adulthood.

I strongly believe that NJCRI will benefit families living in the greater Newark area as well as Essex County Prosecutor's Office in its quest to enhance the quality of life and personal safety of Essex County families. I look forward to working with them and hope they are successful in obtaining funding for this very worthwhile and needed endeavor.

Sincerely,

Pamela M. McCauley, Coordinator
Essex County Prosecutor's Office of
Victim-Witness Advocacy



11/15/2021

To whom It may concern,

NJCRI proposes a project that will extend intimate partner violence / domestic violence services to the LGBTQIA+ community. LGBTQIA+ individuals are entitled to be protected from violence and discrimination; however, despite the prevalence of LGBTQIA+ partner violence, there are only a few programs specifically serving LGBTQIA+ IPV survivors in New Jersey despite the prevalence of LGBTQIA+ partner violence. The need for more inclusive services for LGBTQIA+ survivors is great in all areas, such as shelter and housing, culturally specific advocacy, and counseling are especially wanting. Because there is a lack of IPV/DV services in New Jersey, NJCRI will:

- Assist LGBTQIA+ IPV/DV clients through the criminal justices system
- Provide referral to shelter or safe house
- Assist with temporary restraining orders
- 24-hour hotline Assistance
- Offer peer mentor/care coordinator support

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This letter confirms our support for your grant to provide supportive services for LGBTQIA+ survivors. As a community partner, The Essex County LGBT Reaching Adolescents in Need (RAIN) Foundation and NJCRI will share client data following client confidentiality procedures. The Essex LGBT Reaching Adolescents in Need (RAIN) Foundation will also provide referrals for additional services, as appropriate.

The Essex LGBT Reaching Adolescents in Need (RAIN) Foundation is a 501(c)3 nonprofit that provides emergency shelter services to address the emergent need of Lesbian, Gay, Bisexual, and Transgender (LGBT) individuals experiencing crisis leading to homelessness. Our programs promote self-sufficiency and independence to enhance our residents' ability to function within their communities. Our programs aim to help adolescents lead healthy, productive, and meaningful lives. RAIN Foundation is located at 168 Park Street, East Orange, NJ, and is currently licensed by the DCA and qualifies us to shelter 12 LGBT youth in need of emergency shelter services.

RAIN (Reaching Adolescents In Need) was created to provide transitional housing solutions to LGBT individuals experiencing crisis leading to homelessness. By collaborative & supportive partnering with local and national community organizations, we can strengthen our young people's commitment and creditability

We look forward to working with you and wish you the best of luck with this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elaine Helms', with a stylized flourish at the end.

Elaine Helms



November 08, 2021

Dear [REDACTED]

NJCRI proposes a project that will extend intimate partner violence / domestic violence services to the LGBTQIA+ community. LGBTQIA+ individuals are entitled to be protected from violence and discrimination; however, despite the prevalence of LGBTQIA+ partner violence, there are only a few programs specifically serving LGBTQIA+ IPV survivors in New Jersey despite the prevalence of LGBTQIA+ partner violence. The need for more inclusive services for LGBTQIA+ survivors is great in all areas, such as shelter and housing, culturally specific advocacy, and counseling are especially wanting. Because there is a lack of IPV/DV services in New Jersey, NJCRI will :

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I am writing in support of NJCRI's request for Funding to help ease the gap on LGBTQI+ services in Essex County.

The Safe House, leading Domestic Violence Program in Essex County, has been providing services such as shelter, crisis intervention, safety planning and counseling, for the past 35 years. The Safe

The Safe House, leading Domestic Violence Program in Essex County, has been providing services such as shelter, crisis intervention, safety planning and counseling, for the past 35 years. The Safe House is inclusive to all victims of Domestic Violence regardless of their race, gender, disability, sexual orientation, ethnic origin or creed.

Our current capacity is 51 beds and our hotline and staff are available 24/7. The Safe House program addresses each client's needs on an individual basis in a safe and supportive environment. The program provides assistance through an extensive linkage with community organizations and social service agencies. Intensive case management is provided each family entering the shelter. Clients have free access to on-site counseling, support groups, parenting classes, legal advocacy, court preparation, accompaniment, and legal referrals. Three balanced meals are provided daily as well as clothing, personal items, diapers, baby food and formula. Clients are transported to family court, police headquarters and other social service agencies. Advocacy in all areas of need is a major component of the program as are educational, vocational, and employment referrals.

The goals of NJCRI shows a commitment to providing compassionate and effective services to our LGBTQI++ community and I therefore support their efforts to obtain funding.

Sincerely,



Sue Scioscia
Program Manager
The Safe House



RUTGERS

New Jersey Medical School

Department of Medicine
Division of Infectious Diseases
New Jersey Medical School
Rutgers Biomedical and Health Sciences
185 South Orange Ave, MSB I 534
Newark, NJ 07103

finkeldi@njms.rutgers.edu

p. 973-972-8447
f. 973-972-1141

November 15, 2021

[REDACTED]
New Jersey Community Research Initiative
Newark, NJ

Dear [REDACTED]

I am pleased to write you on behalf of community physicians in Newark caring for individuals who identify as members of the transgender community in support of North Jersey Community Research Initiative's (NJCRI) application in response to the American Rescue Plan Supplemental Funding for the Domestic Violence Services.

As a local leader in innovative health care, NJCRI is highly qualified for this funding opportunity. NJCRI's mission is to empower its clients by reducing social and health disparities in the greater Newark area. NJCRI works to achieve its mission by increasing clients' access to medical care and supportive services, including psychosocial support, practical skills building, and education. The agency is a leading provider of supportive services, primary medical care services and specialty medical care in Newark and throughout Essex County. NJCRI provides a wide range of comprehensive care and supportive services through its integrated "one-stop" service model, which includes an integrated clinic space for primary care and behavioral health services. NJCRI's array of programs includes health education and prevention services, outreach, primary care (outpatient/ambulatory medical care for adults, pediatric/adolescent/LGBT medical care, STD/Hepatitis C/HIV treatment), substance use treatment, prevention and harm reduction services, mental health services, three drop-in centers (Project WOW! for youth LGBTQ, the Pride Center for LGBTQ adults, and a drop-in center for homeless persons), case management, career academy program, nutrition and fitness services (food bank, food pantry, and fitness center), clinical trials, PrEP prevention services, treatment adherence, transportation, prisoner re-entry assistance, and HIV/Hepatitis/STI counseling, testing and referral (CTR).

I am privileged to provide HIV care and prevention as well as gender affirmative care for youth and adults who identify as transgender individuals at the Infectious Disease Practice (IDP) at New Jersey Medical School as well to serve in the same capacity at NJCRI.

The IDP provides the upmost quality of care and treatment to patients in areas of prevention, research, and care and treatment. With a main focus on HIV and other sexually transmitted infections (STIs), as well as LGBTQ+ health, the IDP clinic serves the needs of diverse communities through sexual health education and empowerment, community engagement, and medical services.

In closing, I wish to reiterate my confidence in NJCRI's ability to successfully provide proposed services to increase the overall health and wellness of the communities the agency serves that are most impacted by HIV and the COVID-19 pandemics.

Sincerely,

Diana Finkel

Diana Finkel DO
Assistant Professor
Program Director, Infectious Disease Fellowship
Department of Medicine
Division of Infectious Diseases



FROM THE DESK OF
Rev. Elder Kevin E. Taylor, Senior Pastor

November 08, 2021

To Whom It May Concern,

NJCRI proposes a project that will extend intimate partner violence / domestic violence services to the LGBTQIA+ community. LGBTQIA+ individuals are entitled to be protected from violence and discrimination; however, despite the prevalence of LGBTQIA+ partner violence, there are only a few programs specifically serving LGBTQIA+ IPV survivors in New Jersey despite the prevalence of LGBTQIA+ partner violence. The need for more inclusive services for LGBTQIA+ survivors is great in all areas, such as shelter and housing, culturally specific advocacy, and counseling are especially wanting. Because there is a lack of IPV/DV services in New Jersey, NJCRI will:

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treatment, PrEP Prevention services, treatment adherence, transportation, prisoner re-entry assistance, and HIV/Hepatitis/STI counseling, testing and referral (CTR).

This letter confirms our support for your grant proposal. As a community partner, Unity Fellowship Church NewArk and myself, as Senior Pastor, stand soundly and solidly in and with the works that NJCRI performs for and provides to the Greater Newark and Essex County communities. Unity Fellowship Church NewArk is an affirming space, welcoming all but centered around the spiritual, community and emotional needs of the LGBTQIA+ population, founded by the late Archbishop Carl Bean in 1982. He recorded "BORN THIS WAY" for Motown Records and a generation later, he inspired Lady Gaga's multi-platinum project that bears the same name as his iconic anthem. We are a work that works to help the LGBTQIA+ have the fullest dearth of resources possible, making this particular proposal a powerful new step in a great direction. Presently, we provide Grief Support, men's, women's and youth support services, community outreach through social services that help with food and clothing and other support partnerships that help to best serve and service the LGBTQIA+ community of Newark.

We look forward to working with you and wish you the best of luck with this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin", with a long, sweeping horizontal line extending to the right.

Rev. Elder Kevin E. Taylor
Senior Pastor

NORTH JERSEY COMMUNITY RESEARCH INITIATIVE

JOB DESCRIPTION

Job Title: LGBTQ Victim Service/ Advocate
Location: LGBTQ Service Center @ NJCRI
Reports to: Manager of LGBTQ IPV Services
Status: Full-Time (35 Hours Shift + weekly On-Call)

The position seeks a qualified candidate to provide IPV Counseling to provide support, advocacy, referral, and assistance to LGBTQIA+ survivors of intimate partner violence, sexual assault, and commercial sex exploitation. This position is responsible for crisis intervention, safety planning, outreach and education, and planning and facilitating weekly support group sessions for survivors. The IPV counselor works collaboratively with other domestic violence, sexual assault, and agencies to ensure seamless response to survivors' needs.

RESPONSIBILITIES:

- Conduct intimate partner violence and sexual assault community outreach and education
- Assess client needs; investigate their eligibility for services.
- Provide support, advocacy, referral, and case management services to intimate partner violence/sexual assault survivors
- Work with survivors to create, implements, monitors, and update individual safety plan
- Assist survivors in emergency situations to obtain shelter, financial assistance, and other basic needs
- Recruit participants and work with program staff to facilitate weekly support group sessions
- Maintain accurate files, progress notes, data entry, submit timely monthly reports and paperwork to meet contract requirements,
- Assist clients with obtaining legal assistance; interface with legal providers to guide victims through multiple systems
- Assist survivors with accessing other services (job training, counseling, housing, medical services, etc.); set up appointments, and provide transportation to and from appointments
- Networks with other providers to help survivors access community resources
- Maintain confidentiality of client information and office location.
- Work with other community partner programs to address survivors' needs and concerns
- Duties may change based on the needs of the organization.

JOB QUALIFICATIONS:

- Bachelors's degree in human services, social work, or related field
- Minimum two years paid experience working with survivors of DV or IPV.
- Certified in Trauma Informed Care
- Completion of a minimum of 40 hours of training in IPV and sexual assault as well as continuing education required.
- Demonstrated track record in advocacy, with ability to navigate multiple systems to ensure seamless services. Demonstrated respect for others' experiences, opinions, language, values, culture, and knowledge
- Experience working with culturally diverse populations, primarily LGBTQIA+ of color
- Ability to navigate and handle complicated situations

- Desire to empower families from diverse cultures and backgrounds and to work with multi-ethnic survivors
- Demonstrated knowledge of contributing factors to gender based violence among LGBTQIA survivors of color , and best practices in addressing their needs to bring about equitable outcomes
- Attend continued education training on advocacy based DV counseling for victims and their children
- Commitment to team work and collaboration
- Demonstrated ability to take initiative and exercise good judgement required.
- Candidate must be able to travel independently between multiple work sites within a day.
- Experience working with LGBTQIA+ communities of color and people from different cultures.
- Ability to Identify and understands the broader context of a situation
- Demonstrated ability in exercising good judgement and taking initiative
- Respect for others' experiences, opinions, language, values, culture, and knowledge
- Demonstrated organizational and outreach skills
- Good verbal and written skills in English and Spanish if applicable
- Available for some evening and weekend hours

Candidate must complete a criminal background check that is satisfactory to NJCRI's standards

The ideal candidate will have experience working with diverse LGBTQ minority young adults & adults. Candidate must be knowledgeable of the culture of men who have sex with men (MSM) of color and the factors that place this marginalized population at risk. **Candidates must be sharp, focused, creative, motivated, work well independently and have strong teamwork skills. Candidates should have great oral presentation and writing skills. Candidates will exceed in their ability to multi-task and excel under pressure.**

The ideal candidate will have experience working with sexual minority youth and young adults. Candidates must be knowledgeable of the LGBTQIA+ and the factors that place marginalized populations at increased risk. Candidates must be **creative, motivated, work well independently, and have strong teamwork skills. Candidates should have a great oral presentation, writing skills, and a high energy level.** Candidates should possess the ability to be a **self-starter and excel under pressure.** Interested candidates should submit their resume and cover letter to [REDACTED] Director of LGBTQ Services via email: [REDACTED]

NORTH JERSEY COMMUNITY RESEARCH INITIATIVE

Job Description

Job Title: LGBTQ IPV TI Counselor/Project Manager
Location LGBTQ SERVICES
Reports to: Director of LGBT Services
Shift: Full-Time- 35 hours (plus weekend and on-call shift)

Under the supervision of the Director of LGBT Services, the LGBTQ IPV TI Counselor/Project Manager is responsible for the operations and growth of the LGBT IPV Program, as well providing IPV/ TI counseling to survivors. This position provides supervision, support, and consultation for the IPV Program staff to ensure seamless services to survivors. The IPV Manager works with community partners and key informants to develop and implement effective strategies to serve survivors of intimate partner violence, sexual assault and commercial sex exploitation who are part of the LGBTQIA+ community. This position coordinates programs with outside agencies and community groups, and provides community education.

The position seeks a qualified candidate to provide peer support within NJCRI's LGBTQ IPV Center; duties include but are not limited to:

ESSENTIAL DUTIES

- Ensure seamless operation of the IPV program, staff supervision, evaluation, and training
- Provide oversight of shelter placement, individual and group counseling, crisis intervention, safety planning, advocacy, shelter and hotline coverage to ensure quality delivery of services and expected outcome
- Oversee and facilitate trauma focused group therapy for LGBTQIA+ survivors of IPV, DV, SA, and/or CSE
- Provide clinical intake assessments and trauma informed therapy to survivors
- Oversee support groups
- Ensure best practices as well as quality of mobile advocacy and therapeutic components of the program
- Develop IPV program awareness among community at large and providers
- Ensure program components are strength-based
- Maintain accurate records and compile statistical data in a timely manner
- Provide monthly reports to the Director of LGBT Services on the program's outcomes and compliance
- Complete monthly reports and invoices to funders
- Assist in writing proposals for program expansion
- Provide consultation and guidance for staff on direct service work
- Monitor and evaluate program performance, improve existing services, and identify new needs
- Coordinate community education presentation about NJCRI's LGBTQIA+ IPV program
- Work with schools, community groups, and other agencies as needed to implement collaborative programs
- Manage program budget
- Foster an environment of accountability and continuous improvement throughout the program and agency
- Attend staff meetings and trainings
- Assume responsibilities as assigned by Director of LGBT Services.

QUALIFICATIONS

- Master's Degree in mental health field or social work (LSW,LAC,LCSW, LPC)
- 2+ years working with survivors of IPV and Trauma-informed certified
- Completion of a minimum of 40 hours of training in IPV and sexual assault as well as continuing education required.
- Minimum three years' experience working with LGBTQIA of color.
- Demonstrated track record in successfully leading and growing programs or projects.
- Demonstrated ability to work independently and follow-through on projects
- Experience in data collecting and reporting to funders
- Excellent computer skills.
- Ability to work in a multi-ethnic situation
- Demonstrated ability and desire to help families from diverse cultures and backgrounds
- Demonstrated supervisory experience
- Demonstrated networking, oral, and written communication skills.

Candidate must complete a criminal background check that is satisfactory to NJCRI's standards

The ideal candidate will have experience working with sexual minority youth and young adults. Candidates must be knowledgeable of the LGBTQIA+ and the factors that place marginalized populations at increased risk. Candidates must be **creative, motivated, work well independently, and have strong teamwork skills. Candidates should have a great oral presentation, writing skills, and a high energy level.** Candidates should possess the ability to be a **self-starter and excel under pressure.** Interested candidates should submit their resume and cover letter to [REDACTED] Director of LGBTQ Services via email: [REDACTED]

NORTH JERSEY COMMUNITY RESEARCH INITIATIVE

Job Description

Job Title: LGBTQ IPV Care Coordinator/Peer Mentor
Location LGBTQ SERVICES
Reports to: LGBTQ IPV Program Manager
Status: Full-Time (35 hours + weekend on-call schedule)

The position of the LGBTQ IPV Care Coordinator/Peer Mentor is part of NCJRI LGBTQIA IPV program staff, which provides case management, advocacy and support services to LGBTQIA victims and survivors of intimate partner violence and/or sexual assault. As a NCJRI LGBTQIA IPV program staff, the LGBTQ IPV Care Coordinator/Peer Mentor must be an exceptional advocate, must share NJCRI's commitment to putting clients' needs first, and must perform their work in a manner that consistently upholds our common values.

Duties include but are not limited to:

- Provides counseling to clients for IPV and sexual assault.
- Provides case management support to clients, teaching strategies to live safely and independently, and assisting in long term goals surrounding housing, educational advancement, and economic opportunity.
- Works weekly shifts on the walk-in rotation.
- Provides staffing on crisis lines as needed.
- Provides court advocacy and hospital response/advocacy as needed.
- Facilitates and manages the LGBTQIA+ IPV Education Support Group
- Provides training and support to volunteers and interns.
- Serves as liaison between NJCRI and other community organizations on behalf of client.
- Maintains client documentation on weekly basis.
- Completes all necessary paperwork and collects data and grant information as required.
- Provides a written monthly report of activities and services provided to Program Manager.
- Participates in staff meetings, in-service trainings, volunteer training and regular supervision with Program Manager.
- Participates in on-call rotation for crisis lines which includes overnight, weekends, and holidays.
- Carries out other duties as assigned by supervisor.

Skills/Qualifications:

- Able to multi-task and prioritize duties in a high pressure situation.
- Able to handle crisis situations with diplomacy and tact.
- Able to develop and maintain supervisory relationships with volunteers
- Experience working as part of a team as well as handling crisis individually with quality decision making skills.
- Completion of a minimum of 40 hours of training in IPV and sexual assault as well as continuing education required. Also, Certified in Trauma Informed Care
- Able to effectively problem solve and achieve conflict resolution.
- Experience working with a diverse population.
- Basic computer skills are required.

Minimum requirements: B.A. in Social Work, Psychology or related Human Service field or equivalent experience preferred. Additional consideration will be given to those who are bilingual or who possess related advanced degrees. Candidate must complete a criminal background check that is satisfactory to NJCRI's standards

The ideal candidate will have experience working with sexual minority youth and young adults. Candidates must be knowledgeable of the LGBTQIA+ and the factors that place marginalized populations at increased risk. Candidates must be **creative, motivated, work well independently, and have strong teamwork skills. Candidates should have a great oral presentation, writing skills, and a high energy level.** Candidates should possess the ability to be a **self-starter and excel under pressure.** Interested candidates should submit their resume and cover letter to [REDACTED] Director of LGBTQ Services via email: [REDACTED]

*Offer includes access to excellent Medical, Dental and Vision benefits, 401K, tuition reimbursement, generous paid time off and much more!

NORTH JERSEY COMMUNITY RESEARCH INITIATIVE

Job Description

Job Title: LGBTQ IPV Volunteer Advocate (hotline)
Location: LGBTQ SERVICES
Reports to: LGBTQ IPV Program Manager
Shift: Morning, Afternoon, evening and weekend hours
Salary: Volunteer

The LGBTQ Advocate is responsible for responding to incoming calls, chats, and texts on the NJCRI website from victims, advocates, the general public, and service providers and provides crisis intervention, safety planning, referrals, information, and problem-solving to all callers.

The position seeks a qualified candidate to provide peer support within NJCRI's LGBTQ Center; duties include but are not limited to:

- Serves as a role model of work and behavior standards for NJCRI in and outside of the work place including social media profiles and blog.
- Accepts calls and chats from the target population and/or the general public. Provides referrals to local services; provides information/education about victim advocate services.
- Accepts calls and chats from service providers; networks with service providers; receive updated service directory information from service providers.
- Places out-going conference telephone calls to service providers to advocate for NJCRI's callers' needs; refers unresolved problems between service providers and NJCRI's callers to Helpline team Leads; documents contacts and results.
- Advocates shall maintain standards of conduct that are empowerment-based and nonjudgmental; Advocates shall respond to all calls and chats in a professional manner with a tone of calmness, sensitivity, empathy, and non-judgment; Advocates shall respond to all calls and chats with accurate information; Advocates shall make effective and efficient use of time and information for each NJCRI call and chat session.
- Collects demographic information on all calls (including TTY calls), enters caller's needs and options discussed into the EMR system; documents referrals given to callers; maintains data entry records for worker activity codes.
- Must be certified in IPV Services
- Must be certified in trauma informed Care
- Respond to caller's requests for services materials (i.e. Brochures, flyers, posters, handouts and other promotional materials).

Candidate must complete a criminal background check that is satisfactory to NJCRI's standards

Qualifications:

Candidates should have a minimum of a High School diploma and/or a two-year history of providing harm reduction services in a community-based setting. The ideal candidate will have experience working with sexual minority youth and young adults. Candidates must be knowledgeable of the LGBTQIA+ and the factors that place marginalized populations at increased risk. Candidates must be **creative, motivated, work well independently, and have strong teamwork skills. Candidates should have a great oral presentation, writing skills, and a high energy level.** Candidates should possess the ability to be a **self-starter and excel under pressure.** Interested candidates should submit their resume and cover letter to [REDACTED] Director of LGBTQ Services via email: [REDACTED]
[REDACTED]

MHS, LAC, LCADC

Professional Profile:

- Specialized skills with extensive knowledge of youth and young adults' development, social needs, and culturally appropriate risk reduction strategies.
- Conduct individual-level intake assessments, risk reduction counseling services in compliance with State and Federal government contracts.
- Facilitate interactive educational workshops for Effective Behavioral Intervention HIV/STI Prevention & Health Education/Risk Reduction.
- Exemplary problem-solving strategist, time and task manager, and able to perform under extreme pressure.
- Coordinated and strengthened educational programs meant to address or reduce harassment, intimidation and bullying of pupils.

Education:

Ph. D in Human Development
Fielding Graduate University

January 2020-Present

Masters: Human Service with a concentration in Counseling and 60 credits
Lincoln University

August 2009 - May 2011

Bachelors of Arts: Communication
William Paterson University

September 2005 - May 2008

Student – LCADC
New Jersey Prevention Network

January 2017- November 2019

Licenses and Certifications:

Licensed Clinical Drug and Alcohol Counselor-

June 2020- July 2022

Certified Anger Management counselor

December 2017

Professional Experience:

Director of LGBTQ
Newark, New Jersey

North Jersey Community Research Initiative

November 2020-Present

- Conduct grant/contract assessment and prepare report necessary for program continuity and compliance. Monitor compliance with grant/contract requirement. Identify problems and negotiates corrective action concerning programming issues and budgetary management.
- Plan, promotes, and develop public health projects/program through strategic visioning and leadership
- Assist with the development and implementation of effective communication strategies to disseminate public health information population of interests and marginalized communities.

MHS, LAC, LCADC

- Develop budgets, staffing plan, and action plan to ensure proper personnel, facilities, and supply to meet grant/ contract deliverables and reporting.

Licensed Clinical Project Manager of The Pride Center Newark, New Jersey

North Jersey Community Research Initiative

October 2018- November 2020

- Oversee the day to day operations of the Pride Center, including supervision of Staff and clinical intern, and coordination of establishing and sustaining partnerships with national and community-based organizations.
- Communicate and manage relationship with functional and cross-functional team members to promote understanding
- Conduct grant/contract assessments and prepare reports necessary to program continuity and reporting. Monitors compliance with grant/contract requirements. Identify problems and negotiates corrective actions concerning programmatic issues and basic budgetary management.
- Plans, promotes, and develop public health projects/ programs by stimulating activity and providing leadership.
- Develop budgets, staffing plans, and action plans to ensure proper personnel, facilities, and suppliers to meet grant, contract deliverables and reporting.
- Assists with the development and implementation of effective communication strategies to disseminate public health information to marginalized, LGBTQ, people of color communities, and other entities impacted by trauma and systemic concerns

Dual Licensed Intensive In- Community Clinician South Plainfield, New Jersey

Clear Conscience Counseling

November 2018-Present

- Counsel clients and patients, individually and in group sessions, to assist in overcoming dependencies, adjusting to life, and making changes.
- Act as a client advocates to coordinate required services or to resolve emergency problems in crisis situations.
- Develop and implement treatment plans based on clinical experience and knowledge
- Meet with families, probation officers, police, and other interested parties in order to exchange necessary information during the treatment process.
- Counsel family members to assist them in understanding, dealing with, and supporting clients or patients.
- Learn about new developments in the mental health and substance use disorder field by reading professional literature, attending courses and seminars, and establishing and maintain contact with other social services agencies and professionals.

Domestic Violence Shelter Advocate Counselor (Per Diem) Hillsborough, New Jersey

Safe+Sound of Somerset County

August 2018- Present

- Provide advocacy and develop individual safety plans with clients.
- Provide individual counseling around domestic violence issues.
- Respond to callers accessing 24-hours hotline and provide services including crisis intervention.
- Provide information/referrals to victims of domestic violence victims and their children.
- Developing programming around LGBTQ clients and services.

MHS, LAC, LCADC

Outpatient Counselor

Newark, New Jersey

The Lennard Clinic, Inc.

March 2018-October 2018

- As a substance abuse counselor, responsibilities included but not limited to providing substance abuse counseling services specified in the patient's treatment plan, participating as a member of a multidisciplinary team, and developing treatment plans with active participation of patient.
- Performed quarterly review of files to monitor clients' progress, and determine whether services provided are adequate and consistent with established policies and procedures
- Provided Clients with orientation regarding objectives of the program, phase system requirements, rules and regulations, sanctions, hours of service, clients' rights and additional information to help client adjust to the program
- Performed quarterly treatment plan reviews, monthly case reviews when appropriate and participate in case conference in accordance with established policies and procedures.
- Counselor client/patients in crisis situations by identifying client resources and coping abilities in order to help client/patient cope with and take steps to resolve the crisis.

Substance Abuse & Criminogenic Counselor

Newark, New Jersey

The Kintock Group

March 2017-March 2018

- Provided clinical assessments, treatment, case management, consultation, referrals, and education according to the individual's needs.
- Conducted psychosocial evaluations and provided therapeutic interventions, including crisis counseling, to individuals and groups.
- Maintained case records to reflect course of treatment and provided follow-up aftercare planning services.
- Counseled clients and patients, individually and in group sessions, to assist with overcoming dependence, adjusting to life, and making changes.
- Interviewed clients, review records, and confer with other professionals to evaluate individuals' mental and physical conditions and determined their suitability for participation in specific groups.
- Developed treatment plans based on research, clinical experience, and client history.
- Complied with established program standards & service delivery objectives.

Certified Drug and Alcohol Counselor

Newark, New Jersey

New Jersey Community Research Initiative

September 2016- September 2018

- Conduct individual and group counseling sessions, implementing behavioral management systems, and conducting crisis intervention counseling, as needed.
- Plan and implement follow-up and aftercare for individuals being discharged from outpatient treatment programs.
- Efficiently complete required documentation including mental health treatment plans, treatment plan reviews, biopsychosocial NJSAMS, and discharge documentation.
- Provide educational, vocational, and family counseling services contributing to overall case management of clients.
- Utilize the 12- Core Functions of Treatment to those affected by substance abuse addiction.

MHS, LAC, LCADC

Family Service Specialist II

Trenton, New Jersey

Division of Child Protection and Permanency

November 2013-February 2017

- Initiated legal proceedings to apply for a range of court orders, including admitting children to the care system and placing them for adoption to assist in providing stability.
- Developed case plans with families, which cover all the needs of the child(ren) including rehabilitation, his/her health, education and after-care arrangements.
- Advocated to address educational needs and interests of children and young adults through the case planning and review process.
- Facilitated Family Team Meetings with custodial parents and community service providers to provide stability for the family and allow the parent(s) an opportunity to design a personal case plan.
- As a Safe-Space Liaison for the Northern Region of New Jersey, I was charged with the task of educating social workers on strategic ways to create a safe space for self-identifying LGBTQ youth.
- As a Shop Steward, was charged with filing grievances and assisting with conflict resolution.

Safe Space Liaison Counselor

Trenton, New Jersey

Division of Child Protection and Permanency

January 2014- February 2017

- Facilitated trainings on Lesbian, Gay, Bi-Sexual, and Transgender issues, cultural competency, and assisted case managers with developing his or her own values statements.
- Provided technical assistance for social workers, support staff, and LGBTQ youth to ensure appropriate services are offered; and developed strategies to create a more welcoming and inclusive environment for LGBTQ people.
- Responsible for identifying and mobilizing a network of people who are empathetic towards and knowledgeable about LGBTQ and topics.

Program Co- Director/Risk Reduction Health Educator Counselor

Paterson, New Jersey

Hispanic Multi-Purpose Service Center- Youth Drop in Center

January 2008- June 2016

- Educated inner-city youth on HIV prevention and facilitated evidence-based interventions to youth between the ages of 13-24.
- Responsible for event planning, creating, and overseeing the Youth Advisory Board and staff.
- Supervised staff and youth interns, delegated responsibilities to execute youth center activities, and directed multiple community events for the city of Paterson, NJ.
- Participated in community planning boards in the state of New Jersey and assisted in the planning of the first state-wide conference for Youth Men who have Sex with Men (YMSM).
- Coordinated multiple state-wide retreats with inner city LGBTQ youth

Young Adult Program Manager/ Youth Service Coordinator

Brooklyn, New York

Gay Men of African Descent (GMAD)

March 2011-October 2013

- Responsible for creating and implementing positive youth development programs for sexual minority youth (between the ages of 14-29) to inspire them to become agents of change for their communities.
- Applying Maslow Hierarchy of needs and Dr. Erickson theories on psychosocial development, I was able to create and implement programs that had an 83% retention rate where 200 youth were tested for HIV and screened for Syphilis without monetary compensation; but the incentive of actually knowing their status.
- At conferences, addressed key informants with strategies on how to not only provide services to their target populations, but retain the service recipient.



MHS, LAC, LCADC

- Trained, supervised and monitored staff and youth interns while documenting the effectiveness and results of the program and plan adjustments.
- Supervised and facilitated large group discussions and activities on community building, the assigned curriculum and challenges for high school and college students.

Behavioral Assistant Counselor

New Jersey

A Time for Change Counseling Services, LLC

October 2011- March 2012

- Collaborated with treatment teams to develop behavioral intervention plans meant to strengthen goal achievement capabilities towards independent living, career readiness, and academic success in college.
- Provided supportive services to allow children and adolescents an opportunity to explore new activities and decrease his or her stress through healthy outlets.
- Served as a positive role model and assisted in job searches, volunteer opportunities, offer unbiased support and guidance and resume development.
- Specially trained to work with children and adolescents on decreasing undesired behaviors and developing new positive behavior patterns through specific interventions.

Program Coordinator for After School Youth Program

Paterson, New Jersey

Eva's Family Shelter

January 2005- 2009

- Developed, facilitated, and implemented interactive educational programs, workshops, and other curricula in the after-school program.
- Led program design, recruitment and implementation of activities, including: the direct supervision of high school and college interns.
- Provided academic assistance, created innovative educational techniques, and developed programs to encourage academic success.
- Managed youth level documentation, handled program evaluation activities, and authored monthly narratives.
- Administrative duties included responding to student inquiries, creating and maintaining spreadsheets; and coordinating class and room assignments.

Child Crisis Specialist Counselor

Wichita, Kansas

Wichita Children's Home

September 2000-January 2003

- Provided one-to-one interactions for residents who are in need of support.
- Provided individual assistance to residents for behavior modification or other treatment needs.
- Provided relevant information at treatment team meetings pertaining to residents assigned and provided crisis intervention services for identified residents.

[REDACTED] [REDACTED]
[REDACTED] MHS, LAC, LCADC

Professional Accomplishments:

2015-2016- Board of Directors for Newark Gay Pride

2016- Present- Board of Director for Newark's FP Youth Outcry Foundation

2015 & 2016- Keynote Speaker for Planned Parenthood and Boys and Girl's Club of Washington D.C.

2014- Received the Jumpstart's Outstanding Community Award in Paterson, NJ.

2010- Received the Circle of Friend's Award for Excellence in Community Work in New Jersey.

2010-2016- Logistically Coordinated 2 state-wide evidence-based interventions for youth and young adults annually.

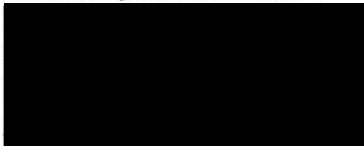
Professional Development

- 2017- Anger Management course
- 2019- Roper Victim Assistance Training Academy
- 2019- Crystal Meth, MSM, and HIV-AIDS Institute Course

REFERENCES: Available on request.


OFFICE

School of Criminal Justice
University of Baltimore

**CURRENT POSITIONS**

Professor, School of Criminal Justice, University of Baltimore
Executive Director, School of Criminal Justice, University of Baltimore
Executive Director, Roper Victim Assistance Academy of Maryland
Principle Investigator, VOCA Grant – Victim Services Training Enhancement Program
Program Director, Trauma Certificate Program
Executive Director, Illuminations Program, Inc.: Responding to Victimization and Trauma
Faculty, Certified Public Manager's Program, Schaefer Center, University of Baltimore
Past President, American Society of Victimology

EDUCATION

Ph.D. Criminology and Criminal Justice, University of Maryland, 1995
M.S., School of Criminal Justice Northeastern University, 1989
B.A., Sociology/Criminal Justice, Rhode Island College, 1988
A.A., Liberal Arts, Community College of Rhode Island, 1984

RESEARCH/TECHNICAL ASSISTANCE EXPERTISE (10 years only)

2021 (February)	Evaluator/Consultant with Gabriela Wasileski Baltimore Child Abuse Center – Center for Hope Conducting program level diagnostics to identify any difficulties with data protocols, to monitor quality assurance as it relates to data collection and management, and to identify challenges with program protocols and strategies.
2021 (September)	Researcher with Gabriela Wasileski Virginia, Page County Jail MAT Enhancement Program Developing data protocols for consistency in data management, data reporting, and quality assurance. Development of database system in order to gather all program level data centrally, and to ensure accurate and timely reporting is available. Conducting data analysis on a regular basis for both reporting and quality assurance purposes. The performance measures, program implementation, process evaluation and client outcome measures
2019-present	Researcher with Frank Xu - PI BJA Grant Project # OMB No. 1121-0329, Student Forensics and Digital Evidence Educational Opportunities Program, Funded Oct 2019- Sep 2023 <i>Developing a Cloud-based Cyber Investigation Case Simulator for Enhancing Students' Learning Experience.</i>

2018-present	<p>Research/Consultant /Technical Assistance Trainer– Independent ...Provide technical expertise to grantees funded by CSAT/SAMHSA. Conduct training for grantees who serve clients with opioid and other substance use disorders in the areas of recruitment, outreach, intake, retention, tracking, follow-up of clients, trauma and trauma recovery, program implementation, testing protocols, collaboration and community partnership building, evaluation research, and reporting systems. Conduct site visits, webinars/virtual training to assist in the development of program protocols and procedures for both treatment and prevention modalities, recovery and relapse services, co-occurring disorders, opioid treatment and management, peer support and mentoring, and conduct program assessments and diagnostics for systems improvement and service enhancement support. Provide evaluation research support to grantees, design and manage research protocols for individual grant programs.</p>
2016 -2020	<p>C0-Principal Investigator with Gabriela Wasileski <i>Baltimore Homicide Study: An evaluation of Change</i> <i>Bail Reform – Handling of Misdemeanor Drug Offenses</i> Baltimore Police Department Data, Deputy Cmdr. J. Johnson, Maj, M. Bartness</p>
2015- 2016	<p>Principle Investigator/Researcher <i>Evaluation of Maryland Survivors' of Homicide needs Assessment: Phase I and Phase II</i>, Maryland State Board of Victim Services</p>
2008-2014	<p>Research Consultant/Trainer RTI International, Inc., Rockville, MD ...Provide training and technical expertise to CSAT (SAMHSA) grantees (i.e. all areas of specialized populations to include specific substance use disorders such as opioids, methamphetamines, cocaine, and other substances, drug court populations, and other CJ agencies) Worked with both traditional and virtual treatment programs, (telehealth - phone and internet systems). Conducted training in the areas of systems improvement, program management, substance abuse client recruitment, engagement, stFYing in touch, and follow-up. GPRA reporting, management systems and procedures, evaluation research, research plans, data collection, analysis and reporting. Assisted programs with developing evaluations, marketing and recruitment plans, assessment and intake plan, retention and follow-up strategies. Development of peer recovery support, intervention and relapse services, overdose prevention protocols, drug testing procedures and policies, and client engagement activities. Conduct site visits to assist in the development of data collection procedures, database structures, data collection tools, and prepare post-site reports... Conduct GPRA data audits and monitor integrity of federal mandates for data collection procedures and data entry. Developed protocols for GPRA data audits and prepared post-audit reports.</p>
2010-2013	<p>Co-investigator with Tom Darling and Autumn Linderborn Baltimore Renaissance Grant, Office of the Provost, University of Baltimore ...Evaluation of Predictive Policing in Baltimore City, Maryland Integrated data systems from all Criminal Justice agencies, police, courts, corrections, probation and parole</p>

PUBLICATIONS-BOOKS

Prioritizing the Victim: The Transformation of Victimology (2020). with H. Pfeifer, G. Wasileski, and T. Tamborra. Dubuque, IA: Kendall Hunt Publishing Co. (August)

The Victim Assistance Provider's Handbook: A National Training Resource, editor. 11th Edition, (Baltimore, MD: University of Baltimore, 2006-2020) 17th Edition

Maryland Criminal Justice System, (2016) Editor and co-author, Carolina Press, December.

Contributing Author multiple chapters and sections, StFYing in Touch Manual: A Fieldwork Manual of Tracking Procedures (for Opioid and other substance use programs) (3rd Edition), US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment, March 2015.

The Victim Assistance Provider's Handbook: A National Training Resource, editor. 1st Edition, U.S. Department of Justice, Office for Victims of Crime and the University of Baltimore. (2002-2005)

Access to Recovery (ATR) Client Follow-up Procedures Manual, with Clarese Astrin and Brenda Ruiz (Washington, D.C.: American Institutes of Research, Inc., 2007)

American Prisons 2006. Santa Barbara, California: ABC-CLIO/e-books, Publishing Inc.

Victims and Victimology, 2000 section editor in Nicole Rafter (ed.) *Encyclopedia of Women and Crime*. (Phoenix, AZ: Oryx Press).

Prisons in America: A Reference Handbook (Current World Issues Series) (1999), with Nicole Rafter (Los Angeles, California: ABC-CLIO, Inc.).

Compendium of Instruments to Measure Drug Use and Risk Factors for Drug Use, (1993) with Denise Gottfredson, M. Harmon, and G. Gottfredson (Baltimore, MD: Johns Hopkins University Press)

PUBLICATIONS-BOOK CHAPTERS

Stanley, 2020, Crime Victim Education and Professional Development. In *Prioritizing the Victim: The Transformation of Victimology*. with H. Pfeifer, and G. Wasileski, and T. Tamborra. Dubuque, IA: Kendall Hunt Publishing Co.

Stanley, D. 2020, *Introduction and History Prioritizing the Victim: The Transformation of Victimology*. with H. Pfeifer, and G. Wasileski, and T. Tamborra. Dubuque, IA: Kendall Hunt Publishing Co.,

Stanley, 2020 "Alcohol and Drug Impaired Driving," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource (Office for Victims of Crime, Washington, D.C., Updated in 2020 Edition)*.

Stanley, 2020 "Vicarious Traumatization and Self-Care," in Debra L. Stanley (ed.), *The Victim Assistance Provider's Handbook: A National Training Resource*, 8th Ed. (Baltimore, MD: University of Baltimore, 2020).

Stanley, 2020 "Collaboration and Networking," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource*, 8th Ed (Baltimore, MD: UB, 2020).

Stanley, 2019 "Role of the Victim Service Provider" in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource*, 8th Ed. (Baltimore, MD: University of Baltimore, 2011, also appears in 9th and 10th Editions, 2012 and 2013).

Stanley, 2019 "Communication and Listening Skills," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource*, 8th Ed. (Baltimore, MD: University of Baltimore, 2011, also appears in 9th and 10th Editions, 2012 and 2013).

Stanley, 2019 "Prison Reform and Prisoner Rights," in James Ciment (ed.) *Social Issues in America* (Armonk, NY: Sharpe Reference of M.E. Sharp, Inc., Volume 6, 2006), pp: 1373-1388.

Stanley, 2019 "History, scope, and systems," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource*, 1st Ed. (Office for Victims of Crime, Washington, D.C., 2004 and 2005, 1st and 2nd Editions) (Baltimore, MD: University of Baltimore 2013-2006, 10th – 3rd Editions).

Stanley, 2019 "Homicide," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource* (Office for Victims of Crime, Washington, D.C., 2004 and 2005, 1st and 2nd Editions) (Baltimore, MD: University of Baltimore 2013-2006, 10th – 3rd Editions).

Stanley, 2019 "Elderly Abuse," in Debra L. Stanley (ed.) *The Victim Assistance Provider's Handbook: A National Training Resource* (Office for Victims of Crime, Washington, D.C., 2004 and 2005, 1st and 2nd Editions) (Baltimore, MD: University of Baltimore 2013-2006, 10th – 3rd Editions).

Stanley, D. (2016) Crime Victim Rights and Advocacy, and Services in Maryland, in *Maryland Criminal Justice System*, Stanley, D. Editor, Carolina Press, December.

Stanley, D. (2016) Criminal Justice Education, Training and Careers in Maryland, *Maryland Criminal Justice System*, Stanley, D. Editor, Carolina Press, December.

"In the eye of the beholder: Unraveling the effects of childhood victimization on adolescent anti-social behavior" with Heather Pfeifer. In *American Society of Victimology's Practice and Research in Victimology: Brave Hearts and Great Minds Symposium Proceedings*. (Kansas City, KS: American Society of Victimology, March, 2006).

"Workplace Issues," in Mario Gaboury (ed.) *Connecticut Victim Assistance Academy Handbook* (Office for Victims of Crime, Washington, D.C., 2001 and 2002, 1st and 2nd Editions).

"Evaluation and Funding," in Mario Gaboury (ed.) *Connecticut Victim Assistance Academy Handbook* (Office for Victims of Crime, Washington, D.C., 2001 and 2002, 1st and 2nd Editions).

"Homicide," in Mario Gaboury (ed.) *Connecticut Victim Assistance Academy Handbook* (Office for Victims of Crime Washington, D.C., 2001 and 2002, 1st and 2nd Editions).

"Drunk Driving," in Mario Gaboury (ed.) *Connecticut Victim Assistance Academy Handbook* (Office for Victims of Crime, Washington, D.C., 2001 and 2002, 1st and 2nd Editions).

"Elderly Abuse," in Mario Gaboury (ed.) *Connecticut Victim Assistance Academy Handbook* (Office for Victims of Crime, Washington, D.C., 2001 and 2002, 1st and 2nd Editions).

"Crime Victimization" in Nicole Rafter (ed.) *Encyclopedia of Women and Crime* (Phoenix, AZ: Oryx Press, 2000), pp: 35-37.

PUBLICATIONS-JOURNAL ARTICLES and PUBLISHED REPORTS (5 years only)

Compendium of Resources: Continuity of Services During Program-Consumer Social Distancing (April, 2020). Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment.

"Comparing the Efficacy of Hot Spot Mapping Techniques for Predicting Urban Street Robberies" with Thomas Darling and Autumn Linderborn *Crime Mapping: A Journal of Research and Practice*, (forthcoming, manuscript). 2019

Prince George's County Domestic Violence Response Team Safety and Accountability Audit Report, with Heather Pfeifer (Upper Marlboro, MD: Prince George's County Office of the Sheriff, under review). 2016

Published Webinars:

Opioid Prevention and Treatment.

Opioid Overdose Deaths.

Opioid and other substance use disorders. Impaired Driving.

StFYing in Touch with Opioid and other Substance Abuse

Client Tracking and Follow-up Protocols for Clients with a history of Opioid and Other Substance Use.

Overview of GPRA Protocols: Recruitment, Retention and Follow-up Procedures for Opioid and other substance abuse Programs.

Effective Strategies for Recruitment, Retention, and Follow-up in YMSM Communities with Opioid and other Substance Use Disorders.

Crime Victimization.

Crime Victims' Rights and Services.

Collaborative Exchange and Building Partnerships.

Leadership Skills

Strategic Management and Problem-Solving

GRANTS (Awards totaling over \$6 million)

Developing a Cloud-based Cyber Investigation Case Simulator for Enhancing Students' Learning Experience, With W. Xu, and M. de la Cruz. U.S. Department of Justice, National Institute of Justice, 2019-16290. \$455,000. June 2019-2023. **Funded.**

VOCA Victim Assistance Formula Grant Program - Victim Services Training Enhancement Program (V-STEP), U.S. Dept. of Justice, Office for Victims of Crime. **Funded**

Funded First Year Oct 2018 Sep 2019 \$236,274.

Renewed Second Year Oct-2019 Sep 2020 - \$236,274.

Renewed Third Year Oct-2020 Sep 2021 - \$236,274.

Renewed Fourth Year Jan 2022-Dec 2022 - \$236,274

VOCA Victim Assistance Formula Grant Program – Victim Services Training Enhancement Program (VSTEP) Extension Funds, U.S. Dept. Justice, OVC, Jul 2018-Sep 2018. **Funded** - \$14,240.

Victim Services Training Enhancement Program (V-STEP) VOCA-Training Grant Program, US Dept. of Justice, Office for Victims of Crime. **Funded** - \$150,000 October 2016- Sep 2017.

"Roper Victim Assistance Academy", Maryland Governor's Office of Crime and Control Prevention; Annual Reapplication **Funded**

Jul 2021-Jun 2022	Award \$156,933	Jul 2009-Jun 2010	Award -\$156,000
Jul 2020-Jun 2021	Award \$156,933	Jul 2012-Jun 2013	Award -\$156,933
Jul 2019-Jun 2020	Award: \$156,933	Jul 2011-Jun 2012	Award -\$156,933
Jul 2018-Jun 2019	Award: \$156,933	Jul 2010-Jun 2011	Award -\$156,000
Jul 2017-Jun 2018	Award: \$156,933	Jul 2008-Jun 2009	Award -\$150,000
Jul 2016-Jun 2017	Award: \$156,933	Jul 2007-Jun 2008	Award -\$156,000
Jul 2015-Jun 2016	Award- \$156,933	Jul 2006-Jun 2007	Award -\$159,000
Jul 2014-Jun 2015	Award- \$156,933	Jul 2005-Jun 2006	Award -\$159,000
Jul 2013-Jun 2014	Award- \$156,933		

"Digital Forensics Technology Investment Grant", Provost, University of Baltimore, Nov 2015-June 2016 **Funded:** \$10,000

Development of the "Trauma Certificate and Victim Studies Minor Programs", UB Foundation, Fund for Excellence. Nov 2014-Aug 2015. Request - \$17,412 **Funded**-\$5,000.

"Building a Forensic Science Digital Laboratory" Technology Investment Grant, Provost, University of Baltimore, Nov 2013-June 2014 **Funded**-\$14, 540

"Revitalizing the Community Services and Civic Engagement (CSCE) Program in the College of Public Affairs", University of Baltimore Foundation, Fund for Excellence, Nov 12 -Sep 13. **Funded-** \$14,981

"Predictive Policing in Baltimore City, Maryland" with Thomas Darling and Autumn Linderborn, (Baltimore Renaissance Scholars Faculty Seed Fund, UB, 2011). **Funded**--\$5,000.

"Exploration of Uses of Lethality Assessments regarding IPV (Intimate Partner Violence) for Public Health and in Court Proceedings", with L.J. McClain, (Baltimore Renaissance Scholars Faculty Seed Fund, University of Baltimore, 2010). **Funded-** \$3,500.

"Development of an interdisciplinary victimology degree program", University of Baltimore Provost Curriculum Initiative Grant, April, 2007). **Funded-** \$7,500.00.

"Summer Research and Professional Development Grant. Phase II of Childhood Victimization Research Project", with Heather Pfeifer (UB Summer Grant Program). **Funded** - \$3,600.00.

"Pathways between childhood sexual victimization and adult victimization and offending: A Pilot Study of Adult Offenders", with Heather Pfeifer (Baltimore Renaissance Scholars Faculty Seed Fund, University of Baltimore, 2006). **Funded** -\$7,500.

"Roper Victim Assistance Academy", (VOCA, Maryland Department of Human Resources, Baltimore, MD, 2006). **Funded** -\$69,540.

"Victim Assistance Academy Training Scholarships", (Maryland Victims of Crime (MVOC) Funds, Maryland State Board of Victim Services, Three years 2004-2006). **Funded-** \$9,000.

"Victim Assistance Academy Training Scholarships", (VAWA Funds, Governor's Office of Crime, Control & Prevention. Two Years June, 2004-2005). **Funded** - \$6,000.

"Maryland Victim Assistance Academy", (Washington, D.C.: Office of Victim Services, 2003-2005). **3 year Funded Total**-\$195,000.

"Botvin Lifeskills Program for Middle and Elementary School Children" with Andrea Harris (Washington, D.C.: Office for Juvenile Justice and Delinquency, 2002). **Funded**-\$15,000.

"Development of Domestic Fatality Review Team and Research", (Connecticut Coalition Against Domestic Violence, East Hartford, Connecticut, 2001). **Funded**-\$20,000.

"Post-Nine-Eleven: Responding to Victimization and Terrorism, A Diversity of Needs", (*Central Connecticut State University, Strategic Planning Project Grant, 2001-2002*). **Funded**- \$17,500.

"MAPS Program - Violence, Addiction, Mental Health, and Substance Abuse Prevention Services for Female Offenders", with Andrea Harris (Washington, D.C.: U.S. Center for Substance Abuse Treatment and SAMHSA, 1998-2002). (4 years) **Funded**-\$450,000.

"Melanie Rieger National Conference Against Violence", (*Central Connecticut State University Strategic Planning Project Grant, 2000-2001*). **Funded**-\$19,000.

"Expansion of Legal Advocacy Program", with the Prudence Crandall Domestic Violence Program. (Solicitation from Doors of Hope, Phillip Morris Co., 1998). **Funded** -\$20,000.

"Community-Based DFY Treatment Program for At-Risk Youths", with Andrea Harris (Baltimore, MD: Juvenile Justice Commission, 1997). **Funded** -\$25,000.

"Parents and Children Together (P.A.C.T.) Program, Community-Based High-Risk Prevention Program", with Andrea Harris. (Baltimore, MD: Alcohol & Drug Administration, 1996-2000). **Funded** -\$210,000.

"Interdisciplinary Master's Degree in Correctional Counseling", with Susan Pease. (Central Connecticut State University, Summer Curriculum Grant. Summer 1996). **Funded**- \$5,000.

"Domestic Violence Assessment, Referral, and Treatment Team Project", with Andrea Harris (Baltimore, MD: Governor's Office of Crime Control & Prevention, Violence Against Women Act Funds, Governor' Crime Control & Prevention Commission, 1995-2002). **Funded**-\$470,000.

"People Activating Life Skills (PALS) Program, Community-Based High-Risk Prevention Program", with Andrea Harris (Baltimore, MD: Governors' Drug & Alcohol Commission, 1990-1994). **Funded** =\$48,000.

Artificial Intelligence Research and Development to Support Community Supervision. With W. Xu, G. Wasileski, and M. de la Cruz, U.S. Department of Justice, National Institute of Justice, NIJ-2019-15287. \$2,956,000. June 2019. **Not funded**.

Evaluation of Services for Victims of Crime, with G. Wasileski, U.S. Department of Justice, National Institute of Justice, \$271,877. MFY 2019, NIJ-2019-15443 – **Not Funded**.

“Maryland Victims Emergency Cash Assistance Program” co-authors – S. Beard, and D. Atzmon, VOCA Victim Assistance Formula Grant Program, U.S. Department of Justice, Office for Victims of Crime, Oct- 2016-OCT 2018 **Not Funded** - \$254,202

“National Resource Center for Reaching Underserved Victims Grant”, with Gabriela Wasileski, U.S. Department of Justice, Office for Victims of Crime, Grant Program #OVC-2016-9392. **Not Funded** (\$10,000,000). (July 2016)

PRESENTATIONS (5 years only)

Conducted Webinars, Virtual Classrooms, and Site Visit Training and Technical Assistance throughout the past 30 years to a variety of Treatment and Prevention Programs for Clients with Opioid and other Substance Use Disorders, Mental Health and Behavioral Health Issues, HIV and at Risk clients, Homeless and LGBTQ populations; Criminal Justice Programs and Agencies in the area of drugs and crime, trauma and crime Victimization and offending issues, systems management and diagnostics; client intake, recruitment, retention and follow-up.

Roper Victim Assistance Academy of Maryland, (director/faculty), Virtual, June, 2021.

Victim Assistance Academy of Maryland, (director/faculty), Virtual, February 2021.

Roper Victim Assistance Academy of Maryland, (director/faculty), Virtual, June, 2020.

Roper Victim Assistance Academy of Maryland, (director/faculty), Marriottsville, MD, 2020, February.

Client Monitoring, Engagement Systems and Tools – How to be successful in client recovery. 8 HIV Substance abuse programs located throughout NYC, August 2019. SAMHSA Grantee 1 onsite day interactive training.

Roper Victim Assistance Academy of Maryland, (director/faculty), Marriottsville, MD, 2019, February and June.

Program Diagnostics, Client Recruitment, retention and follow-up Solutions. 13 HIV Substance abuse programs located throughout NYC, July 2018. SAMHSA Grantee 1 day interactive training.

Roper Victim Assistance Academy of Maryland, (director/faculty), Marriottsville, MD, 2018, June.

Evaluating SVAA Curriculum: Why is Evaluation Important? SVAA Leadership Symposium Invited Speaker. National Center for Victims of Crime, Portland, OR, December 2017.

Roper Victim Assistance Academy of Maryland, (director/faculty), Marriottsville, MD, 2017, June.

Panelist, Rikers Island: The Release of Misdemeanor Drug Offenders from America's Jails, University of Baltimore, April 2017

Overview of Client Recruitment, Retention and Follow-up of Clients with Opioid and Other Substance Use Disorders, TCE-HIV Grantee Meeting, CSAT-SAMHSA, April 2017, Rockville, MD. You with Histories of Victimization (Stanley and Wasileski) International Conference on Criminal Law, Crime and Delinquency, WASNET, Madrid, Spain, March 2017.

Public Safety Leadership: Making a Difference. Leadership Institute, Maryland Public Safety and Correctional Services Commission, Sykesville, MD July 2016

Roper Victim Assistance Academy of Maryland, (director/faculty), Marriottsville, MD, 2016, June.

Trauma Summit, Facilitator, University of Baltimore, MFY 5-6, 2016

Chair/Discussant, Policy Design, Section IX, International Journal of Public Administration Symposium and Journal of Management and Government, Palermo, Italy, March 2016.

Illuminations Program: Responding to Child Victimization and Trauma, National Center for Missing & Exploited Children, February 2016

Military Service

Retired - U.S. Army Reserve (21 years), Chief of Communications/Supervisor & Trainer 1975-1996

[REDACTED]

Associate Professor
Program Director, BS in Criminal Justice Program
School of Criminal Justice
University of Baltimore

[REDACTED]

EDUCATION

2011 Ph.D., Criminology, University of Delaware
2007 M.S., Criminology, University of Delaware
1998 M.A., Social Work, Comenius University, Bratislava, Slovakia
1996 B.A., Social Work, Comenius University, Bratislava, Slovakia

ACADEMIC APPOINTMENTS

2016-Present *Program Director, BS in Criminal Justice Program*, University of Baltimore, Baltimore, MD
2015-Present *Assistant Professor*, School of Criminal Justice, University of Baltimore, Baltimore, MD
2011-2015 *Assistant Professor*, Department of Criminology and Criminal Justice, Indiana University of Pennsylvania, Indiana, PA
2007-2010 *Research Assistant*, Disaster Research Center, University of Delaware, Newark, DE

Work in Progress and Ongoing Research

2019- Present *Fulbright Specialist*
2019-Present *Member of the Baltimore Monitoring Team* (the team is charged with overseeing implementation of the Consent Decree between the city of Baltimore and the U.S. Department of Justice).

Baltimore Monitoring Team Reports of Research Outcome Assessments for Court Evidence

Wasileski, G. (June 4th 2021). Baltimore Consent Decree Outcome Assessment – Analysis of Calls for Service, 2017-2019.
<https://static1.squarespace.com/static/59db8644e45a7c08738ca2f1/t/60c24aab06e02164e6d1b805/1623345849007/CFS+outcome+assessment+FINAL.pdf>

Summary of Aggregate Results: Monitoring Team Preliminary Baseline Assessment of 2018 OPR Investigation: IN: Baltimore Consent Decree Monitoring Team First Comprehensive Re-Assessment (September 30, 2020).
<https://static1.squarespace.com/static/59db8644e45a7c08738ca2f1/t/5f74e69c2982fc0cb82f4140/1601496732748/BPD+-+Comprehensive+Re-Assessment+9-30-20.pdf>

FUNDED RESEARCH GRANT ACTIVITY

2021 (February) Baltimore Child Abuse Center – Center for Hope

Conducting program level diagnostics to identify any difficulties with data protocols, to monitor quality assurance as it relates to data collection and management, and to identify challenges with program protocols and strategies.

Role: Evaluator

2021 (May) Aging Services Hub Pilot Evaluation 2-1-1 United Way of Central Maryland

The client outcomes assessment focuses on improvements in key areas such as housing, income, food security, mobility, health, benefits, legal assistance, etc. The assessment also measures changes in benefits and services received by clients as well as estimate, to the extent possible, the dollar value of those benefits.

Role: Leading Researcher Schaeffer Center for Public Policy

Amount: \$39,528 (funded)

2021 (September) Virginia, Page County Jail MAT Enhancement Program

Developing data protocols for consistency in data management, data reporting, and quality assurance. Development of database system in order to gather all program level data centrally, and to ensure accurate and timely reporting is available. Conducting data analysis on a regular basis for both reporting and quality assurance purposes. The performance measures, program implementation, process evaluation and client outcome measures

Role: Evaluator

2020 (May) Baltimore Aerial Investigation Research Project

Assessment of community perceptions about the Baltimore Surveillance Plane Pilot Program including perceptions of the effectiveness of the program, safety, community-police relations, and the impact of the program on personal perceptions of personal liberty.

Role: Co- Principal Investigator with Ann Cotton, Schaeffer Center for Public Policy

Funding Agency: Arnold Ventures, Inc.

Amount: \$250,000 (funded)

2019 (October) Launch Pilot for a Data Warehouse to Support the Maryland Criminal Intelligence network (MCIN)

The project is a feasibility pilot study for populating a data warehouse to support Maryland operational and research capacities regarding VINE notification system.

Role: Leading Researcher

Funding Agency: MCIN with support from the Governor's Office of Crime Control & Prevention

Amount: 40,000 (funded)

2018 (December) Misdemeanor Drug Offenses in Baltimore: Arrests, Pre-adjudication Incarceration and Evidence-based Approach

Role: Principal Investigator

Funding Agency: University of Baltimore Foundation, Fund for Excellence Committee

Amount: \$12,486 (funded)

- 2017 (June) **Bail Initiative: Baltimore Police Approach to Arrests for Drug Offenses**
 Role: Principal Investigator
 Funding Agency: Dean's Office, College of Public Affairs, University of Baltimore, Baltimore, MD
 Amount: \$4,000 (funded)
- 2017 (June) **Juvenile Victimization: Assessment of Behavioral health Indicators and Treatment Needs**
 Assessment of the prevalence of victimization and related trauma among youth involved in the juvenile Justice System, and the development of pathways to services for such youth.
 Role: Principal Investigator
 Funding Agency: Dean's Office, College of Public Affairs, University of Baltimore, Baltimore, MD
 Amount: \$4,000 (funded)
- 2015-2016 **Domestic Violence Cases in Rural Pennsylvania Magisterial Courts: Practices, Effectiveness and Consequences for the Victims.**
 Role: Principal Investigator
 Funding Agency: The Center for Rural Pennsylvania: A Legislative Agency of the Pennsylvania General Assembly
 Amount: \$47,037 (funded)

PUBLICATIONS/ Refereed Journal Articles

- Nader, E. & Wasileski, G. (under review). Baltimore Residents Perception of the Aerial Investigation Research (AIR) Pilot Program. *Criminology and Public Policy*.
- Meade, B., Wasileski, G., & Hunter, A. (2020). The Effects of Victimization Prior to Prison on Victimization, Misconduct, and Sanction Severity During Incarceration. *Journal of Crime and Delinquency*. <https://doi.org/10.1177/0011128720977440>
- Wasileski, G. (2019). IPV in Rural Pennsylvania and Magisterial Courts: Case Study. *Journal of Interpersonal Violence*, pp. 1-26. <https://doi.org/10.1177/0886260519829278>
- Cantora, A., Wasileski, G., S. Iyer & L. Restivo (2019). Examining Collective Efficacy and Perceptions of Policing in East Baltimore. *Crime Prevention and Community Safety: An International Journal*. 21(1), pp. 136-152
- Poteyeva, M. & Wasileski, G. (2016). Domestic Violence against Albanian Immigrant Women in Greece: Facing Patriarchy. *Social Sciences*, 5 (37), 453-463.
- Wasileski, G. (2015). Prosecutors and Use of restorative Justice in Courts: Greek Case. *Journal of Interpersonal Violence*. Advanced Online Publication DOI: [10.1177/0886260515590127](https://doi.org/10.1177/0886260515590127)
- Wasileski, G. & Miller, S.L. (2014). Bad Victims?: Understanding Social Service Providers'

Responses to Roma Battered Women. *International Journal of Comparative and Applied Criminal Justice*, 38 (2), 173-190 Invitation for the Special Issue

Wasileski, G. & Miller, M.J. (2012). Abused Migrant Women in the United States: Progress, Challenges and Recommendations. *Global Dialogue*, 14 (2), Summer/Autumn 2012 – *Slavery Today*

Miller M.J. & **Wasileski, G.** (2011). An Underappreciated Dimension of Human Trafficking: Battered and Trafficked Women and Public Policy. *Human Rights Review*, 12 (3), 301-314

Wasileski, G. & Miller, S.L. (2010). The Elephants in the Room: Ethnicity and Violence against Women in post-communist Slovakia. *Violence against Women*, 16(1), 99-125.

Sun, I. & **Wasileski, G.** (2010). Gender Differences in Occupational Attitudes among Slovak Police. *International Criminal Justice Review*, 20 (3), 248-264.

Wasileski, G., Rodriguez, H. & Diaz, W. (2010). Business closure and relocation: A comparative analysis of the Loma Prieta earthquake and Hurricane Andrew. *Disasters: The Journal of Disasters Studies, Policy and Management*, 35 (1), 120-137.

Wasileski, G. & Turkel, G.M. (2008). Reforming Labor Law in the Czech Republic: International Sources of Change. *Studies in Law, Politics and Society*, 45 (3), 255-280.

Book Chapters

Wasileski, G. (2016). Juvenile Justice in Maryland, In: Debra Stanley (Ed.), *Maryland Criminal Justice System*. Carolina Academic Press.

Wasileski, G. (2016). Crime and Punishment in Greece. In W. Jennings (Ed.) *The Encyclopedia of Crime and Punishment*. Wiley-Blackwell.

Wasileski, G. & Miller, M.J. (2011) “The Diffusion of Norms Concerning Trafficked and Battered Women: The Greek-US evolution post-1990” In: Alyson Brysk and Austin Choi-Fitzpatrick *Human Trafficking and Human Rights: Rethinking Contemporary Slavery*. University of Pennsylvania Press

Books

Stanley, D., Pfeifer, H., **Wasileski, G.** & Tamborra, T. (2020). *Prioritizing the Victim: The 21st Century Transformation of Victimology*. Kendal Hunt Publishing Company.

Research Briefs

Cotton, A., **Wasileski, G.** & Nader, E. (2021). *Baltimore Aerial Investigation Research Project: Findings from Wave 2 Survey and Comparison to early Launch Survey*. September, 2021.

Cotton, A., **Wasileski, G.** & Nader, E. (2020). *Baltimore Aerial Investigation Research Project: Findings from the Early Launch Community Survey*. August, 2020.

Wasileski G., Smith, J. Beeson, J. & Hutton M. (2020). VINE Feasibility Project to Populate A Data

Warehouse for MCIN/MCRIC. June 10, 2020.

Wasileski, G. (2016). *Domestic Violence Cases in Rural Pennsylvania Magisterial Courts: Practices, Effectiveness and Consequences*. Center for Rural Pennsylvania, Harrisburg, PA.

TEACHING and TRAINING EXPERIENCE

2015-Present **Assistant Professor** University of Baltimore, School of Criminal Justice

2018 – Present Trafficking in Person

2018 – Immigrant Victims of Crime

2021 – Present SAMHSA Training – How Being Trauma -Informed Improves Criminal Justice System response

PRESENTATIONS and Invited Presentations (last four years)

Wasileski, G. (June, 2018). Crime Victimization among immigrant populations. Roper Victim Assistance Academy of Maryland.

Wasileski, G. (March, 2017). Maryland Youth with Histories of Victimization. Dean's Speaker Series, University of Baltimore, Baltimore, MD

Wasileski, G. (January, 2015). Undocumented Migrants – Victims of Crime. Great Decision Series, Indiana University of Pennsylvania, the Office of Extended Studies (January, 12).

Conference Presentations (last four years)

Wasileski, G. & *Hunter, A. (February, 2018). Drug Offenses and Bail. Presented at the Academy of Criminal Justice Sciences (ACJS), New Orleans, LA. (February 12-16)

Wasileski, G. (December, 2017). Juvenile Justice, Victimization and Assessment of Trauma. Presented at the Sexual and Gendered Violence, Vienna, Austria (December 2 -3).

Wasileski, G. (March, 2017). Juvenile Justice in Maryland: The Evidence Based Approach to Youth with History of Victimization and Trauma. Presented at the International Conference on Criminal Law, Crime and Delinquency, Madrid, Spain (March 25-27).

Wasileski, G. (March, 2017). Baltimore City/Maryland Youth with Histories of Victimization. College of Public Affairs' Dean's Speaker Series, University of Baltimore, Baltimore, MD 6 (March 2).

Wasileski, G. & Poteyeva, M. (November, 2016). Processing of Domestic Violence Cases by Magisterial Courts in Rural Pennsylvania. Presented at the American Society of Criminology (ASC), New Orleans, LA.

Wasileski, G. & Poteyeva, M. (April, 2016). Undocumented Immigrant Victims of Crime and the Process of U-Visa Certification. Presented at the Academy of Criminal Justice Sciences (ACJS), Denver, CO

Wasileski, G. & Poteyeva, M. (November, 2015). Prosecutors' Attitudes and Experiences with Penal Mediation of Intimate Partner Violence Cases in Greece. Presented at the American

Society of Criminology (ASC), Washington D.C.

Wasileski, G. & Poteyeva, M. (March, 2015). Capturing the Human realities of Trafficking: Observation from the Field. Presented at the Academy of Criminal Justice Sciences (ACJS), Orlando, FL.

Sample Monthly Staffing Schedule and Brief Narrative on Staffing Patterns

To ensure that LGBTQ+ IPV survivors have support, NJCRI has created a schedule to fit programmatic and implementation needs. The staff schedule for the Rainbow Program will ensure that at least one IPV staff person is in the office 8:00am – 8:00pm to assist clients, and two are working a 12 pm to 8 pm work shift. Because IPV does not occur during traditional business hours, NJCRI will provide survivors with services from 8 am to 8 pm with 24-hour hotline and on-call support after-hours and weekends. Each week, the hours will rotate among staff to allow for a staggered schedule across a 12 hour period. According to hubworks.com, Rotating schedules provide employees with an opportunity to gain experience working different shifts. Some shifts are more demanding than others, and they all come with different challenges. We believe that staff and trained volunteers should be available on an on-call basis. Shifts will alternate to prevent staff burn-out and flexibility.

Below is a sample of a rotating shift for the program.

Week 1 schedule:

Program Manager:	Victim Advocate	Peer Specialist	Staff
Monday 8:00 am-4:00 pm Tuesday 12:00 pm- 8:00 pm Wednesday 12:00 pm- 8:00 pm Thursday 8:00 am- 4:00 pm Friday 12: 00pm -8:00 pm	Monday 10:00am-6:00 pm Tuesday 10:00 am-6:00 pm Wednesday 8:00am -6:00 pm Thursday 10:00 am-6:00 pm Friday 8:00am-4:00 pm	Monday 12:00 pm-8:00 pm Tuesday 10:00am-6:00 pm Wednesday 10:00 am- 6:00 pm Thursday 12:00 pm-8:00 pm Friday 12:00 pm-8:00 pm	Monday 12:00 pm-8:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 8:00 am-4:00 pm Thursday 12:00 pm-8:00 pm Friday 10:00 am-6:00pm

Week 2 schedule

Program Manager:	Victim Advocate	Peer Specialist	Staff
Monday 12:00 pm-8:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 10:00 am-6:00 pm Thursday 8:00 am-4:00 pm Friday 12: 00pm -8:00 pm	Monday 12:00 pm-8:00 pm Tuesday 10:00 am-6:00 pm Wednesday 8:00 am-4:00 pm Thursday 12:00 pm-8:00 pm Friday 12: 00pm -8:00 pm	Monday 10:00 am-6:00 pm Tuesday 8:00 am-4:00 pm Wednesday 12:00 pm- 8:00 pm Thursday 12:00 pm-8:00 pm Friday 12: 00pm -8:00 pm	Monday 8:00 am-4:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 12:00 pm-8:00 pm Thursday 8:00 am-4:00 pm Friday 8:00 am -4:00 pm

Week 3 Schedule

Program Manager:	Victim Advocate	Peer Specialist	Staff
Monday 12:00 pm-8:00 pm Tuesday 10:00 am-6:00 pm Wednesday 8:00 am-4:00 pm Thursday 12:00 pm-8:00 pm Friday 12: 00pm -8:00 pm	Monday 10:00 am-6:00 pm Tuesday 8:00 am-4:00 pm Wednesday 12:00 pm- 8:00 pm Thursday 12:00 pm-8:00 pm Friday 10:00 am -6:00 pm	Monday 8:00 am-4:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 12:00 pm- 8:00 pm Thursday 10:00 am-6:00 pm Friday 8:00 am- 4:00 pm	Monday 12:00 pm-8:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 8:00 am-4:00 pm Thursday 8:00 am-4:00 pm Friday 12:00pm -8:00 pm

Week 4 schedule

Program Manager:	Victim Advocate	Peer Specialist	Staff
Monday 10:00 am-6:00 pm Tuesday 8:00 am- 4:00 pm Wednesday 12:00 pm-8:00 pm Thursday 12:00 pm-8:00 pm Friday 10:00 am -6:00 pm	Monday 8:00 am-4:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 12:00 pm- 8:00 pm Thursday 10:00 am-6:00 pm Friday 8:00 am -4:00 pm	Monday 12:00 pm-8:00 pm Tuesday 12:00 pm-8:00 pm Wednesday 10:00 am- 6:00 pm Thursday 8:00 am-4:00 pm Friday 12:00 pm -8:00 pm	Monday 12:00 pm-8:00 pm Tuesday 10:00 am-6:00 pm Wednesday 8:00 am-6:00 pm Thursday 12:00 pm-8:00 pm Friday 12:00pm -8:00 pm

NJCRI Child Safe Standards

The agency already has specialized knowledge regarding the LGBTQ issues and already have an existing safety policy and statement in place. The proposed program will provide specialized services in advocacy, support groups and consulting about intimate partner violence within LGBTQ community. Child exposure to domestic violence does not necessarily constitute child maltreatment, but it often can be a significant risk factor in determining child safety. The program will create a safe environment for children and the agency will comply with the common principles of Safe-Child in New Jersey: 1) Create a clear and accessible child-safe policy, 2) Analyze risk of harm and minimize that risk, 3) Develop Codes of conduct for adults and children – behavior protocols, 4) Recruit and Hire suitable employees and volunteer, 5) Training staff and volunteers about the risk of child witnessing the IPV, 6) Report and respond appropriately to suspected abuse and neglect.

1) Child-safe policy will clearly explain the agency's commitment to protect children with a policy statement, child protection principles, and reporting and reacting to allegation of abuse/neglect. The child-safe standards will be published on the agency website.

2) Guidelines will be developed for preventing and minimizing harm to children in program design: a) Agency's personnel will be screened for their fitness to work with children and youth, b) Agency leadership and designated staff will be accountable for the proper implementation, training and compliance with the safe-child guidelines, c) requirement to Immediately report suspected abuse and maintain the confidentiality, d) agency's commitment to openness and transparency, e) agency's commitment to cooperate with authorities in investigation of alleged child abuse, f) agency's commitment to undertake appropriate personnel and other actions as a result of misconduct,

3) The Codes of Conduct will define and describe the acceptable and unacceptable behaviors and practices of anyone who works for or is affiliated with the agency. A code of conduct will also enable the agency to take disciplinary action.

4) Recruitment, screening and selection will involve a rigorous entry process, through behavioral interviewing, allowing the agency to identify people who may have abused children in the past or who are at risk of committing abuse, even if a job does not involve working directly with children.

5) Induction, training and supervision. Agency is committed to education on how to prevent, recognize, and report abuse and misconduct with children and youth

6) develop guidelines for responding to a reporting child protection concerns and violations by designing the reporting process, adopting appropriate management structures and establishing consequences for misconduct. Agency complies with state laws regarding reporting suspected abuse and neglect to civil authorities and cooperates with civil authorities investigating reports of suspected abuse or neglect by anyone, including but not limited to agency personnel.

SUMMARY OF EVALUATION TOOLS

To understand the impact of the Rainbow program on the lives of LGBTQ+ survivors and their children the assessment tools to conduct both a process and outcome evaluation. The o the need for the program policymakers, and allied organizations, encouraging them to continue and increase the resources available to support effective programs and approaches.

The selected assessment tools were selected to assist with understanding the different types of evidence that can inform our work and provide practical considerations and strategies for approaching evaluation in agencies providing the IPV services.

The necessary assessment tools to assure the effectiveness of the program include

I. The Abuse Assessment Screen (AAS)

Soeken, McFarlane, Parker, and Lominack developed the Abuse Assessment Screen (A.A.S.) in 1992 as a clinician-administered sexual and physical violence assessment tool for use in medical practice. A.A.S. includes five questions about the experience of abusive behavior, three of which encourage the respondent to identify who is committing/committed that abuse. A.A.S. does not use inclusive language and is focused on male-on-female violence. Thus, we will modify the A.A.S. tool in order to develop and administer gender-neutral partner violence screening tool via paper-based and tablet. Screening will introduce the topic and will make it easier to talk about it.

Using gender neutral an inclusive language: a) partner rather than boyfriend, husband; b) they, rather than he or she; c) person rather than man, woman; d) relationship status rather than marital status' e) parent or guardian, rather than mother, father.

Q1: In the last year, have you felt isolated, trapped or like you are walking on eggshells in an intimate relationship? Yes/No/declined to answer

Q2: In the last year, has your partner controlled where you go, who you talk to, or how you spend money?

Q3: In the past year, has someone pressured or forced you to do something sexual that you didn't want to do?

Q4: In the last year, has someone hit, kicked, punched, or otherwise hurt you?

II. Brief Trauma Questionnaire

The BTQ is a brief self-report questionnaire that is derived from the Brief Trauma Interview (Schnurr et al., 1995). (Information about the reliability and validity of the BTI is provided in Schnurr et al., 2002). The BTQ was originally designed to assess traumatic exposure according to DSM-IV but specifically asked only about Criterion A.1 (life threat/serious injury) because of

the difficulty of accurately assessing A.2 (subjective response) in a brief self-report format. Criterion A.2 has been eliminated from the PTSD diagnostic criteria in DSM-5, so the BTQ provides a complete assessment of Criterion A. The questionnaire may be used to determine whether an individual has had an event that meets the A Criterion, or to determine the different types of Criterion A events an individual has experienced. In either case, exposure to an event should be scored as positive if a respondent says yes to either: a) life threat or serious injury for events 1-3 and 5-7; b) life threat for event 4; c) serious injury for event 8, or; d) “Has this ever happened to you?” for events 9 and 10.

III. Addiction Severity Index (ASI)

The ASI is an assessment tool used in clinical settings to gauge the severity of a person’s substance abuse and provides a comprehensive overview of a person’s addiction-related issues (McLellan, A.T., Luborsky, L., O’Brien, C.P. & Woody, G.E. , 1980). Established in 1980 in the United States, ASI screening can be used in a variety of settings, such as clinics, mental health facilities, prisons, psychiatric wards, and rehab centers (NCBI. (2013).

The ASI addresses 7 main aspects of a person’s behavior and environment (McLellan, A.T., Luborsky, L., O’Brien, C.P. & Woody, G.E. , 1980). The areas assessed include


- Medical status.
- Employment and support.
- Drug use.
- Alcohol use.
- Legal status.
- Family/social status.
- Psychiatric status.

Exhibit D

**Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF
Contracts**

**ALL DCF Providers must sign, scan, and email this executed document to:
OfficeOf.ContractAdministration@Dcf.nj.us**

By my signature below, I hereby confirm I am authorized to review and sign this document on behalf of my organization. I additionally confirm:

 (1) my organization **is not** an entity entering into or renewing a contract or contracts with the Department of Children and Families to provide mental health, behavioral health, or addiction services that employs more than 10 regular full-time or regular part-time employees who principally work for the organization to provide the contracted services as defined in Public Law P.L. 2021, c.1 [if you select this response, please return the signed form as noted above].; OR

_____ (2) my organization **is** such an entity and in compliance with Public Law P.L. 2021, c.1., I therefore must submit within the 90-day period following the initiation or renewal of our DCF contract(s) either:

A. An attestation:

_____ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; **or**

 stating that our employees are not currently represented by a labor organization and that no labor organization has sought to represent our employees during the 90-day period following the initiation or renewal of our DCF contract(s) after the effective date of this act and up to the time of submission; **or**

_____ signed by a labor organization, confirming entry into an agreement or binding obligation to be maintained through the term of the DCF contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); **or**

B. A notice:

_____ from a labor organization confirming it seeks to represent our employees after the expiration of the 90-day period following the effective date of our DCF contract, to be followed no later than 90 days after the date of notice stating that we have entered into:

- (1) a labor harmony agreement with the labor organization; **or**
- (2) 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 (C.30:1-1.2c); **and**

C. A COVID-19 health and safety commitment:

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered

providers' employees, and service recipients at least through 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. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published on the DCF website at: https://www.nj.gov/dcf/coronavirus_contractedproviders.html. These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

Signature

[Redacted Signature]

Date: 11/16/2021

Printed Name

[Redacted Printed Name]

Title: CEO

Organization Name:

NJCRI

Rainbow Program Implementation Schedule

Goal 1	Implementing the inclusive and trauma-informed program for LGBTQ+ IPV survivors. Begin with identifying program, system and data protocols and hiring a new staff (one full-time IPV trained Counselor/Program Manager, one full-time Victim Advocate, one full-time Care Coordinator/Peer Mentor)
Obj. 1-1	By the end of 1st month the team will develop/update and implement all program protocols including the safe-child standards and trauma-informed standards.
Obj. 1-2	Develop the program assessment procedures, case tracking procedures
Obj. 1-3	Hire and train staff and volunteers on all protocols and procedures, trauma-informed approach and crisis interventions
Goal 2	Begin providing IPV services the 2nd month of the contract.
Obj. 2-1	Consistent with the protocols, the team with the evaluators will complete the IPV services readiness and to determine preparedness to begin service within 30 days of contract execution.
Obj. 2-2	By the end of the 3 rd month, the team will begin monthly check-in with key stakeholders to both exchange feedback and make necessary changes to protocols and procedures - ongoing. Developing partnership with key community and local experts to develop and deliver saturation training. Developing and maintaining a list of IPV-related community agencies and resources – ongoing.
Obj. 2-3	30 days of contract begin collecting program and client data – ongoing
Goal 3	Screen and intake up to 300 clients first year increasing to 400 in the 2nd year, and up to 500 clients in 3rd, 4th, and 5th years.
Obj. 3-1	Monitoring and reviewing data regarding IPV screening, intake, assessments, referrals, and services rendered within victim advocate and counselor to identify needs and opportunities for program improvement – every three months during first year, and every six months in year 2,3,4, and 5.
Obj. 3-2	Tracking and monitoring hotline calls as well as referrals from other providers and services for LGBTQ+ individuals who experience IPV.
Obj. 3-3	Case tracking to measure the success of specific cases and overall effectiveness of the program – every three months
Goal 4	Implement a quality improvement process.
Obj. 4-1	Starting at month 6 - monthly process and quality improvement meetings to review analyses and use findings to inform changes to service delivery protocols, documenting changes and the reason for the changes.
Obj. 4-2	Consistent with the process and client evaluation protocol, by the end of the 6 th month and thereafter every six months, the team will collect process and client data
Obj. 4-3	Every 6 month, the team will facilitate partnership meeting, review results of available analyses and solicit recommendations for program improvement, documenting changes and the reason for the changes.

Conflict of Interest Policy*

North Jersey Community Research Initiative

Policy on Conflicts of Interest and Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, officers, or management of the North Jersey Community Research Initiative identify situations that present potential conflicts of interest and to provide North Jersey Community Research Initiative with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or management staff has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control. All capitalized terms are defined in Part 2 of this policy.

1. Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

- A. Outside Interests.

- (i) A Contract or Transaction between North Jersey Community Research Initiative and a Responsible Person or Family Member.
- (ii) A Contract or Transaction between North Jersey Community Research Initiative and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

- B. Outside Activities.

- (i) A Responsible Person competing with North Jersey Community Research Initiative in the rendering of services or in any other Contract or Transaction with a third party.
- (ii) A Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with North Jersey Community Research Initiative in the provision of services or in any other Contract or Transaction with a third party.

- C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

- (i) does or is seeking to do business with, or is a competitor of North Jersey Community Research Initiative; or
- (ii) has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from North Jersey Community Research Initiative;

(iii) is a charitable organization;

under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of North Jersey Community Research Initiative.

- D. Inside Activities / Intra-board relationships: A personal or business relationship with any other person of the agency.

2. Definitions.

- A. A *Conflict of Interest* is any circumstance described in Part 1 of this Policy.
- B. A *Responsible Person* is any person serving as an officer, member of the board of directors or management of North Jersey Community Research Initiative.
- C. A *Family Member* is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- D. A *Material Financial Interest* in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation. (The board may wish to establish an amount that it would consider to be a "material financial interest.")
- E. A *Contract or Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by North Jersey Community Research Initiative. The making of a gift to North Jersey Community Research Initiative is not a Contract or Transaction.
- F. A *person of the agency* may include another member of the Board, Management Staff or member of the Clinical Staff.
- G. *Management* includes Executive, Finance and Service Directors and Program Managers.

3. Procedures.

- A. Before board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of

Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

- C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- D. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of North Jersey Community Research Initiative has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the board of directors.
- E. Responsible Persons who are not members of the board of directors of North Jersey Community Research Initiative, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect North Jersey Community Research Initiative's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

- 4. Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of North Jersey Community Research Initiative. Furthermore, a Responsible Person shall not disclose or use information relating to the business of North Jersey Community Research Initiative for the personal profit or advantage of the Responsible Person or a Family Member.
- 5. Review of Policy.
 - A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.
 - B. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to North Jersey Community Research Initiative. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

- C. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

North Jersey Community Research Initiative
Conflict of Interest Information Form

Name: _____ Date: _____

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in North Jersey Community Research Initiative’s Policy on Conflicts of Interest) arising.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed and agree to abide by, the Policy of Conflict of Interest of North Jersey Community Research Initiative that is currently in effect.

Name: _____ Date: _____

**State of New Jersey
Department of Children and Families
Statement of Assurance**

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Children and Families of the accompanying application constitutes the creation of a public document and as such maybe made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidders list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Children and Families, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DCF will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1.) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 CFR Part 100) which prohibits discrimination on the basis of race, color or national origin; 2.) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et. seq.; 3.) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4.) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5.) Federal Equal Employment Opportunities Act; and 6.) Affirmative Action Requirements of PL 1975 c. 127 (N.J.A.C. 17:27).

- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et. seq. and all regulations pertaining thereto.
- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.
- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Chapter 51 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. Will have on file signed certifications for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Children and Families
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.
- Will notify the New Jersey Department of Children and Families of any changes to the applicant's organization that alters the ability to continue to provide the services or the qualifications to provide services.

North Jersey AIDS Alliance dba North Jersey Community Research Initiative (NJCRI)

Name of Applicant Organization

Signature

Chief Executive Officer or Designee

Date

11/16/2021

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material.

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider North Jersey Community Research Initiative, Inc., (NJCRI)
 Division DOW
 Contract 22TVGW
 Dates 4/1/2022 to 6/30/2023

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
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)	\$214,285.00
Grand Total	\$214,285.00

Authorized Provider Signature

Date

5/17/2022

DCF Contract Supervisor Signature

Date

10/7/22

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider North Jersey Community Research Initiative, Inc., (NJCRI)

Division DOWW

Contract 22TVGW

Dates 4/1/2022 to 6/30/2023

Original Contract Ceiling
\$214,285.00

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
\$214,285.00

Total Match Amount
\$0.00

Amended Contract Ceiling *
\$214,285.00

Payments by Month *
2022 April \$14,287.00
2022 May \$14,286.00
2022 June \$14,286.00
2022 July \$14,286.00
2022 August \$14,286.00
2022 September \$14,285.00
2022 October \$14,285.00
2022 November \$14,285.00
2022 December \$14,285.00
2023 January \$14,285.00
2023 February \$14,285.00
2023 March \$14,285.00
2023 April \$14,287.00
2023 May \$14,286.00
2023 June \$14,286.00
Grand Total \$214,285.00

Payments by State Fiscal Year *
2022 1630-091 \$42,859.00
2023 1630-091 \$171,426.00
Grand Total \$214,285.00

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



Component

1

SEC - ver 09/23/22

Schedule of Estimated Claims
Third Party ContractsProvider Name North Jersey Community Research Initiative, Inc., (NJCRI)
Component Name Domestic Violence Direct Services

Contract Administrator

Division	DOWW	Contract No	22TVGW	Contract Start	4/1/2022	Contract End	6/30/2023
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Type of Funding	1-Time Funding		
1630-091 Family Violence Prevention Services Act- American Rescue Plan (93.671)			
	Month	YY	Amount
	April	2022	\$14,287.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	May	2022	\$14,286.00
	June	2022	\$14,286.00
	July	2022	\$14,286.00
	August	2022	\$14,286.00
	September	2022	\$14,285.00
	October	2022	\$14,285.00
	November	2022	\$14,285.00
	December	2022	\$14,285.00
Match Required?	January	2023	\$14,285.00
No	February	2023	\$14,285.00
	March	2023	\$14,285.00
0.0%		Total	\$171,426.00

Type of Funding	1-Time Funding		
1630-091 Family Violence Prevention Services Act- American Rescue Plan (93.671)			
	Month	YY	Amount
	April	2023	\$14,287.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	May	2023	\$14,286.00
	June	2023	\$14,286.00
Match Required? No			
0.0%		Total	\$42,859.00

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.			
If new or renewal leave blank			
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.			
If new or			
renewal			
leave			
blank			
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.			
If new or			
renewal			
leave			
blank			
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.			
If new or			
renewal			
leave			
blank			
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.			
If new or			
renewal			
leave			
blank			
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.			
If new or			
renewal			
leave			
blank			
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.			
If new or			
renewal			
leave			
blank			
Match			
Required?			
(enter			
Yes/No)			
0.0%		Total	\$0.00

Component Match Percentage 0.00%
Component Match Amount \$0.00
Original Component Ceiling \$214,285.00
Modifications to Component Ceiling \$0.00
Total Component Ceiling \$214,285.00Mod 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:

New Contract FY22 #22TVGW 04/1/2022 - 06/30/2023 One time funding of \$214,285
APU 1630-091 CFDA 93.671 Funding period 04/01/2022- 09/30/2025

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT INFORMATION FORM
PAGE 1 OF 20

Agency: North Jersey AIDS Alliance, Inc.
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: _04/01/22_ to _06/30/23_ Agency Fiscal Year End: _FY 2022_
 Schedules Completed: 1 2 3 4 5 6
☐ Cash Basis ☐ Accrual Basis

[illegible]

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.

Division Use Only	
Contract #	
Effective Dates	_____ to _____
Division	_____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE SUMMARY
PAGE 2 OF 20

Agency: North Jersey AIDS Alliance, Inc
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☐ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

☐ INTERIM ☐ FISCAL YEAR END ☐ FINAL

PERIOD COVERED 04/01/2022-06/30/2023

[illegible]

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE
☒ BUDGET PREPARATION
☐ MODIFICATION BUDGET
☐ EXPENDITURE REPORT
PERIOD COVERED 04/01/2022-06/30/2023

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	FVSPA -Rainbow Program							UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS (IDC Rate
1	Project Director, [REDACTED]			1.75	\$ 6,631	\$ 5,440								\$ 1,191
2	Peer Mentor/Care Coordinator Team			35	\$ 16,505	\$ 13,540								\$ 2,965
3	IPV TI Counselor/Project Manager, [REDACTED]			17.5	\$ 39,618	\$ 32,500								\$ 7,118
4	Victim Advocate/Services, TBH			35	\$ 60,950	\$ 50,000								\$ 10,950
5	Other Agency Personnel				\$ 4,835,792		\$ 4,835,792							
6					\$ -									
7					\$ -									
8					\$ -									
9					\$ -									
10					\$ -									
11					\$ -									
12					\$ -									
13					\$ -									
14					\$ -									
15					\$ -									
16					\$ -									
17					\$ -									
18					\$ -									
19					\$ -									
20					\$ -									
21					\$ -									
22					\$ -									
23					\$ -									
	SUBTOTAL(pg. 1)				\$ 4,959,496	\$ 101,480	\$ 4,835,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,224

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE
☒ BUDGET PREPARATION
☐ MODIFICATION BUDGET
☐ EXPENDITURE REPORT
 PERIOD COVERED 04/01/2022-06/30/2023

[illegible]

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☐ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED 0

[illegible]

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE
☒ BUDGET PREPARATION
☐ MODIFICATION BUDGET
☐ EXPENDITURE REPORT
PERIOD COVERED 04/01/2022-06/30/2023

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	FVSPA -Rainbow Program							UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS (IDC Rate)
75					\$ -									
76					\$ -									
77					\$ -									
78					\$ -									
79					\$ -									
80					\$ -									
81					\$ -									
82					\$ -									
83					\$ -									
84					\$ -									
85					\$ -									
86					\$ -									
87					\$ -									
88					\$ -									
89					\$ -									
90					\$ -									
91					\$ -									
92					\$ -									
93					\$ -									
94					\$ -									
95					\$ -									
96					\$ -									
97					\$ -									
98					\$ -									
99					\$ -									
100					\$ -									
	SUBTOTAL (pg. 4)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BUDGET CATEGORY A: EMPLOYEE SUBTOTAL				\$ 4,959,496	\$ 101,480	\$ 4,835,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,224

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
A. PERSONNEL (FRINGE)
PAGE 7 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE
☒BUDGET PREPARATION
☒MODIFICATION BUDGET
☐EXPENDITURE REPORT

PERIOD COVERED 04/01/2022-06/30/2023

BUDGET CATEGORY- A. PERSONNEL--FRINGE		1	2	3	4	5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	FVSPA -Rainbow Program	0	0	0	0	0	0	UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS (IDC Rate 04.00%)
FICA/MED	7.21%	\$ 8,919	\$ 7,317								\$ 1,602
Health Insurance	22.21%	\$ 27,475	\$ 22,539								\$ 4,936
Unemployment Insurance	3.35%	\$ 4,143	\$ 3,399								\$ 744
Disability Insurance	0.19%	\$ 235	\$ 193								\$ 42
Life Insurance	0.21%	\$ 260	\$ 213								\$ 47
Worker's Compensation	0.82%	\$ 1,014	\$ 832								\$ 182
Pension/Retirement	0.01%	\$ 12	\$ 10								\$ 2
Other Agency Personnel		\$ 2,491,165		\$ 2,491,165							
		\$ -									
		\$ -									
		\$ -									
FRINGE SUBTOTAL		\$ 2,533,223	\$ 34,503	\$ 2,491,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,555
BUDGET CATEGORY A. PERSONNEL TOTAL		\$ 7,492,719	\$ 135,983	\$ 7,326,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,779

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

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

PERIOD COVERED	04/01/2022-06/30/2023
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[illegible]

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PERIOD COVERED	04/01/2022-06/30/2023
----------------	-----------------------

[illegible]

		\$ -									
BUDGET CATEGORY C. TOTAL		\$ 11,361,328	\$ 7,005	\$ 11,352,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,535

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
D. FACILITY COSTS
PAGE 10 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☒ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED 04/01/2022-06/30/2023

[illegible]

		\$ -									
BUDGET CATEGORY D. TOTAL		\$ 551,815	\$ -	\$ 551,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☒ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED	04/01/2022-06/30/2023
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[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
F. OTHER
12 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☒ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED 04/01/2022-06/30/2023

BUDGET CATEGORY F. OTHER		1	2	3	4	5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	FVSPA -Rainbow Program	0	0	0	0	0	0	UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS (IDC Rate 21.9%)
Staff Training: DV/IPV training for 7 staff at \$400 each		\$ 3,413	\$ 2,800								\$ 613
Local Travel for staff for Victim Advocate field activities	.051 per mile	\$ 1,219	\$ 1,000								\$ 219
Out of State Travel: DCF annual meetings \$1000 per staff for 3 staff		\$ 3,657	\$ 3,000								\$ 657
Office Services		\$ 305,015	\$ -	\$ 305,015							
Travel and training		\$ 163,050		\$ 163,050							
Fund Raising		\$ 6,000		\$ 6,000							
Insurance		\$ 80,250		\$ 80,250							
Other Surplus		\$ 1,411,469		\$ 1,411,469							
other		\$ 49,200		\$ 49,200							
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
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		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
SUBTOTAL(pg.1)		\$ 2,023,273	\$ 6,800	\$ 2,014,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,489

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
F. OTHER
13 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☒ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED 04/01/2022-06/30/2023

BUDGET CATEGORY F. OTHER		1	2	3	4	5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	FVSPA -Rainbow Program	0	0	0	0	0	0	UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS (IDC Rate 21.9%)
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
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SUBTOTAL(pg. 2)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUDGET CATEGORY F. TOTAL		\$ 2,023,273	\$ 6,800	\$ 2,014,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,489

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
G. GENERAL AND ADMINISTRATIVE COST ALLOCATION
PAGE 14 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

PURPOSE

☒ BUDGET PREPARATION

☒ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED	04/01/2022-06/30/2023
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[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 1-COST ALLOCATION DATA
PAGE 15 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

☐ THIS SCHEDULE IS NOT APPLICABLE

PURPOSE

☐ BUDGET PREPARATION

☐ MODIFICATION BUDGET

☐ EXPENDITURE REPORT

PERIOD COVERED

04/01/2022-06/30/2023

[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 2-REVENUE
PAGE 16 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

☐ THIS SCHEDULE IS NOT APPLICABLE

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

04/01/2022-06/30/2023

DESCRIPTION	1 TOTAL	2 FVSPA -Rainbow Program	3 0	4 0	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS (IDC Rate)
Government and Mubicle funds	\$ 5,723,227		\$ 5,723,227							
Foundations	\$ 223,806		\$ 223,806							
340B Revenue	\$ 14,395,000		\$ 14,395,000							
Research Division	\$ 1,154,993		\$ 1,154,993							
Fund Raising	\$ 50,000		\$ 50,000							
Mental Health Insurance	\$ 40,000		\$ 40,000							
Other income	\$ 94,911		\$ 94,911							
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
Total K. Revenue	\$ 21,681,937	\$ -	\$ 21,681,937	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Supporting documentation is required to substantiate the allocations.

Agency: North Jersey AIDS Allia
Contract#: 22TVGW

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

04/01/2022-06/30/2023

☐ THIS SCHEDULE IS NOT APPLICABLE

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 5 - DEPRECIATION/USE ALLOWANCE
PAGE 19 OF 20

☐ THIS SCHEDULE IS NOT APPLICABLE

- ☒ PURPOSE
- ☐ BUDGET PREPARATION
- ☐ MODIFICATION BUDGET
- ☐ EXPENDITURE REPORT

PERIOD COVERED	04/01/2022-06/30/2023
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[illegible]

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 6-COST OF EQUIPMENT
PAGE 20 OF 20

Agency: North Jersey AIDS Alliance, Inc.
Contract#: 22TVGW

☐ THIS SCHEDULE IS NOT APPLICABLE

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

04/01/2022-06/30/2023

[illegible]

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

OK
MJD

This BUSINESS ASSOCIATE AGREEMENT is between the New Jersey Department of Children and Families (DCF) and its undersigned contractor. This Business Associate Agreement sets forth the responsibilities of the **contractor as the Business Associate**, and **DCF as the Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity. In consideration for the respective benefits, rights and obligations of HIPAA and its implementing regulations, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

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

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

the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
 - g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
 - h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
 - i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
 - n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
 - o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

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

Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to

detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident. .
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. Business Associate shall at all times, pursuant to NJSA 9:6-8.10a, maintain the confidentiality of reports of child abuse or neglect, information obtained by the Department of Children and Families in investigating such reports including reports received pursuant to section 20 of P.L.1974, c.119 (C.9:6-8.40), and reports of findings forwarded to the child abuse registry pursuant to section 4 of P.L.1971, c.437 (C.9:6-8.11). Disclosure of such may only be made pursuant to one of the enumerated exceptions pursuant to NJSA 9:6-8.10b.
19. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

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

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:

- a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or

- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

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

E. Additional Insurance Considerations

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages that to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or Subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provisions of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6.
4. Business Associate acknowledges that Social Security number and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.
5. Business Associate acknowledges that all Medicaid applicant and beneficiary information is confidential, and 42 C.F.R. 431.300 to 307 restricts the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan. Purposes directly related to plan administration include: (a) Establishing eligibility; (b) Determining the amount of medical assistance; (c) Providing services for beneficiaries; and (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.
6. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agents, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
7. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

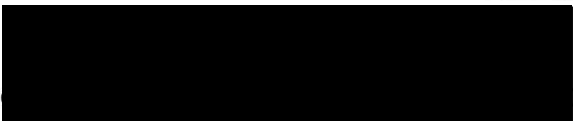
F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B (11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, to the addresses of the Business Associate and the Privacy Officer of the Covered Entity.

G. Attestations

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

Covered Entity Agency: Department of Children and Families

Signature:  Date: 10/11/2022

Printed Name:  Title: Business Manager

By my signature below, I hereby confirm I am authorized to sign this document and to enter into the terms and conditions of this Agreement on behalf of my organization and to legally bind my organization as the Business Associate to this Agreement. 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.

OK

Business Associate Organization: North Jersey Aids Alliance dba North Jersey Community Research Initiative (NJCRI)

Signature:  Date: 5-19-2022

Printed Name: Brian McGovern Title: CEO

EXHIBIT C

Notice of Standard Contract Requirements, Processes, and Policies

I. Instructions:

Please carefully read all the information on these page(s) and then sign, scan, and email this executed document to: OfficeOf.ContractAdministration@DCF.NJ.Gov

II. 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 Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity.
Contractors may view these items on the internet at:
<https://www.nj.gov/DCF/documents/contract/forms/StandardLanguage.doc>;
- 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 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; and
- F. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
 - 1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
 - 2. Maintenance of 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 of the confidentiality of case information as mandated by N.J.S.A 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.

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.

III. 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. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all of the requirements of Section 3.12 of the SLD of the IPA.
- F. 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.
- G. 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>

- H. NJ Rev Stat § 9.6-8.10f (2017) requires the Department of Children and Families (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>
- I. Contractors and employees of the contractor who provide direct services will have State and Federal background checks with fingerprinting completed and pass now and every two (2) years thereafter. Instruction on the fingerprinting process and background checks will be provided. Community Agency Head and Employee Certification, Permission for Background
- Check and Release of Information, is a consent form for fingerprinting, certification regarding criminal background, and a release of information form. It is signed by respective employees in front of a witness and is not to be included in the application. Only the Community Agency Head's signed form must be submitted with the application.
- J. 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 on the internet at: https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml
- K. Contractors must have the ability to maintain the full operations 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.
- L. 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.
- M. 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.
- N. 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 of NJ, to renew expired forms filed 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.

IV. 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 NJ Department of Children and Families 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/dcf/providers/contracting/forms/RIDER-For-Purchases-Fundedby-Federal-Funds-7.31.2020.pdf>
- D. If services are provided by programs licensed, contracted or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
 - 1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.K.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); and
 - 2. Danielle's Law:
<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/dd/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 (C30:1-1.2b) 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 (C30:1-1.2c). 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 as per Section 4 of P.L., c.1 (c.30:1-1.2b) 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 take action, including financial penalties or cancellation or non-renewal of the contract.

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

Date:

11/16/2021

Printed Name:

Title:

Chief Executive Officer

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.



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 EQUIPEMENT

- (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.



REQUEST FOR PROPOSALS

For

American Rescue Plan Supplemental Funding for

Domestic Violence Services

Domestic Violence Funding of up to \$1,500,000 Total Available

Seven (7) awards of up to \$214,285.00

CFDA # 93.671

There will be no Bidders Conference for this RFP

Questions are due by October 15, 2021

Bids are due: November 17, 2021

Christine Norbut Beyer, MSW
Commissioner

September 24, 2021

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Funding Agency

State of New Jersey
Department of Children and Families
50 East State Street
Trenton, New Jersey 08625

Special Notice:

There will be no Bidders Conference for this RFP. Questions will be accepted in advance by providing them via email to DCF.ASKRFP@dcf.nj.gov until **October 15, 2021** by 12PM. Technical inquiries about forms and other documents may be requested anytime.

Section I – General Information

A. Purpose

In response to the unprecedented national Coronavirus (COVID-19) public health emergency, President Biden signed the American Rescue Plan into law. This economic stimulus bill will assist New Jersey's efforts to prepare, prevent, and respond to the COVID-19 pandemic. With the passage of this bill, New Jersey received federal funding through the Family Violence Prevention and Services Program to support and maintain domestic violence shelters, supportive services, and culturally specific programs during this time.

The Department of Children and Families, Division on Women (DCF-DOW) announces the availability of funding for the provision of domestic violence prevention and supportive services for adult and youth victims of family violence, domestic violence, or dating violence, as well as family and household members.

DCF-DOW is aiming to expand its provider network for direct services by making:

Seven (7) awards available at \$214,285 each.

- **Direct service is defined as any combination of allowable services listed in Section D which include but are not limited to: housing; crisis response; counseling; victim advocacy; or legal assistance which is provided to domestic violence victims/survivors and/or their children. The goal of this funding is to allow providers who are not under contract with DCF-DOW for domestic violence services to join its provider network. If you currently contract with DCF-DOW for DV services in any geographic area, then you are not eligible for this funding opportunity.**

Eligible entities include the following:

- Agencies that do NOT currently contract with DCF-DOW for domestic violence direct services.

- Agencies that currently have a contract with **other** Divisions at DCF. Agencies that currently have a contract with DCF-DOW for services **other than** domestic violence direct services such as sexual violence direct services or Displaced Homemakers Programs.

The project period is **March 15, 2021 through September 30, 2025**. Retroactive pre-award costs that have occurred since March 15, 2021 in response to the COVID-19 public health emergency are allowed. ARP supplemental funding will remain available until expended and through the end of Federal Fiscal Year 2025, September 30, 2025, but subgrantees can choose to spend down funds fully prior to that time.

PLEASE NOTE: ARP funds should be used to supplement and not supplant other federal, state, and local public funds in accordance with 42 U.S.C § 10406(c)(6).

Domestic Violence Services and COVID-19

Under the New Jersey Prevention of Domestic Violence Act, an act of domestic violence occurs when an individual commits one of the predicate offenses, such as assault, harassment, or stalking, to another individual when a special relationship is present. This relationship may or may not be intimate, and may include a household member, or former spouse. The act can occur once, or multiple times over the course of several years. (See N.J.S.A. 2C:25-17 et seq.).

Domestic violence has been recognized as a public health issue that can cause serious health-related consequences. Adverse effects may include physical injury like broken bones or head injury or have long term effects on cardiovascular or gastrointestinal systems due to chronic stress and anxiety.¹ The Centers for Disease Control and Prevention (CDC) reports that health costs associated with domestic and intimate partner violence exceed 5.8 billion dollars annually and can result in disability, hospitalization, or death.²

Individuals from all cultures, races, religions, ethnicities, genders, socio-economic classes, sexual orientations, abilities and ages can experience domestic violence. However, individuals from marginalized communities are disproportionately affected by domestic violence as they experience risk factors like poverty, language barriers, social isolation, and lack of access to economic and social resources at a higher rate. These factors make them particularly vulnerable to victimization and create barriers to connecting with services.

Since the pandemic took hold, research has shown an increase in domestic

¹ 1 Black, Michele C., PhD. Intimate Partner Violence and Adverse Health Consequences: Implications for Clinicians. American Journal of Lifestyle Medicine 5.5 (2011)428-439.

² 2 Centers for Disease Control and Prevention (CDC). Costs of Intimate Partner Violence against Women in the United States. Atlanta (GA): CDC, National Center for Injury Prevention and Control; 2018.

violence incidences across the globe. Unemployment and economic stress, medical emergencies, lack of housing and food instability all increase the risk of domestic violence. Social distancing and isolation further exacerbate the situation by making it harder to connect with peers and outside supports.

Despite the stay-at-home orders, New Jersey's hotline calls and requests for services still increased by 63% from 2019. Prior to the pandemic, shelter and housing consistently topped the list of needs for domestic violence survivors and the need has only grown. DCF data shows survivors stayed in shelters longer during the pandemic as housing remains limited. The length of stay in shelter extended by 21% and stays in hotel have extended by 92%. During 2020, hotel and motel placements increased from 2 in 2019 to 1,047 in 2020. The pandemic highlighted that alternative and innovative housing solutions are greatly needed to assist survivors gain permanent and long-term stability.

In addition to the rampant public health concerns, COVID-19 has also had a devastating economic impact on the state as evidenced by over 1.2 million individuals filing for unemployment benefits. Nearly 99% of abusive relationships involve some type of financial abuse. Job loss and job security are often affected by domestic violence. As unemployment rates skyrocketed due to the pandemic, victims and survivors continued to struggle with economic independence.

The pandemic has disproportionately affected underserved and marginalized communities. The Center for Survivor Advocacy and Justice (CSAJ) reported a 50% increase in incidences in communities marginalized by race, gender, ethnicity, sexual orientation, cognitive and physical ability, and immigration status. Additionally, individuals from marginalized populations are experiencing unemployment and financial challenges at a higher rate than their white counterparts. These increased economic burdens added to preexisting health disparities have exacerbated community challenges.

Throughout the course of the pandemic, the transition to telehealth allowed many providers to increase the attendance rate of services significantly. However, access to technological resources ranges. Those living in poverty and in marginalized communities may not have internet or electronic devices for services.

The National Center on Domestic Violence, Trauma and Mental Health report an increased prevalence of victimization by an intimate partner in mental health settings as well as in populations seeking treatment for substance use disorders. Many abusers use individual's experiences with mental health or substance use disorders as a method of control. The stigma associated with each and lack of coordinated responses also creates more barriers for survivors and their children in obtaining assistance. Survivors are best served when advocates can respond holistically to the many manifestations of abuse and trauma.

The Division on Women is committed to promoting trauma-informed services and developing numerous pathways for healing and processing for survivors of domestic violence. For these reasons, DCF-DOW has established the following priority areas for this grant:

- 1) Alternative housing solutions for long-term stability
- 2) Economic and financial programming
- 3) Legal assistance
- 4) Culturally specific programming
- 5) Substance use and/or mental health concerns

Special consideration will be given to applicants that also prioritize these areas.

B. Background

The Department of Children and Families is a family and child serving agency, working to assist New Jersey residents in being or becoming safe, healthy and connected.

In 1974, the Division on Women was established as a pioneering state agency to create, promote and expand the rights and opportunities for all women throughout the state. DOW is housed within DCF and administers state and federal domestic violence and sexual violence to agencies in every county in New Jersey. DOW collaborates with government and non-government agencies on federal, state and county levels to ensure the compassionate treatment of all survivors, and provides resources, support and technical assistance to agencies carrying out the work.

The Family Violence Prevention Services Act (FVPSA) is operated by the Family and Youth Services Board at the Administration for Children and Families, U.S. Department of Health and Human Services. FVPSA was signed into law as Title III of the Child Abuse Amendments of 1984. It is the primary federal resource addressing domestic violence as a public health issue dedicated to the provision of domestic violence shelters, supportive services, and related programming for victims of domestic/dating violence and their dependents.

The American Rescue Plan (ARP) provides critical and unprecedented support to children, families, and communities in response to the COVID pandemic and resulting economic downturn, which have been exacerbated by historic racial injustices. ARP funding provides a comprehensive approach to support children and families, meet communities where they are and address systemic inequities.

C. Target Population/Admission

The ARP funding will support agencies in New Jersey in implementing vital

domestic violence services to assist New Jersey's efforts to prepare, prevent, and respond to the COVID-19 pandemic. The target population includes all victims and survivors of family violence, domestic violence and dating violence as well as their family and household members who reside in New Jersey, whether or not the violence occurred in New Jersey.

Domestic violence programs shall be designed to meet the needs of the target population, especially individuals that have been historically underserved. Underserved populations include groups that lack accessible or relevant services due to geographic locations, racial and/or ethnic backgrounds, sexual orientation, or specific needs like language, disabilities, immigration status, or age.

Eligible organizations include local public agencies and nonprofit organizations, including faith-based, charitable, community-based, Tribal, or voluntary associations that **do NOT currently have a contract with DCF-DOW for domestic violence direct services**. Programs that receive funding must be accessible and delivered without discrimination on the basis of age, disability, gender, gender-identity, sexual orientation race, color, national origin, or religion. (42 U.S.C. §10406). All victims of domestic violence, regardless of citizenship, legal status, or tribal affiliation are to have the same access to services without the need to produce documentation of residency/citizenship. Programs must be able to assist victims of domestic violence with Limited English Proficiency(LEP), and Deaf or hard of hearing.

D. Services to be Funded

Domestic Violence Services

Domestic Violence funding can be used for housing, prevention activities and services to support victims/survivors during the COVID-19 pandemic. Please note, an applicant does not need to operate a physical shelter to apply for these funds. Per FVPSA legislation, at 42 U.S.C. § 10408(b), funds can be used to support voluntary services that include, but are not limited to:

1. Crisis Calls and Intervention

Services can include a means for providing direct emergency assistance to survivors on a 24-hour basis. This can occur through a hotline or chat system. Crisis intervention is a process by which a person identifies, assesses, and intervenes to assist an individual in crisis to restore balance and reduce harmful effects. Crisis intervention can occur in-person and/or telephonically.

2. Housing Options

The funding can support shelter and/or alternative housing options. This includes not only emergency shelter, which complies with Department of Community Affairs licensing standards (N.J.S.A. 55:13C 1 et seq.), but also rental vouchers, hotel/motel placement, and other long-term and/or short-term housing solutions. Funded programs are not required to lease or own apartments or lodgings for survivors and

their families. Additionally, funding can support the provision of food, clothing, and personal supplies for individuals residing in shelter. Nominal moving expenses and furnishings for a survivor's new home may also be provided.

3. Victim Advocacy

Victim advocacy is designed to help the victim/survivor navigate various systems to obtain needed resources or services. This includes assistance with employment, housing, address confidentiality, shelter services, health care, victim's compensation, immigration, courts, law enforcement and more. Services can help survivors create a customized plan that holistically meets the unique needs of clients.

4. Individual and Group Counseling

Counseling services may vary depending on the client's individual needs and may be provided in the following combinations: long or short term; supportive or crisis-oriented; and individual and/or group basis.

5. Legal Advocacy and Legal Representation

Legal advocacy includes assisting clients with criminal and civil legal issues. This includes providing clients with court-related information, preparing paperwork for restraining orders, filing for visas, and accompanying a client to court. This can also include accompanying a client to an administrative hearing, such as unemployment, Social Security, TANF, or SNAP hearing.

6. Medical Accompaniment

As health-related issues are prevalent among domestic violence victims and survivors, medical assistance is vital. Supportive services include accompanying a domestic violence victim to, or meeting a victim at, a hospital, clinic, or medical office.

7. Transportation

Funding may be utilized to provide transportation assistance to facilitate shelter admission or support residential clients to access community supports like court appearances and medical appointments. An organization may utilize its own vehicle (with written approval) or assist indirectly through bus passes, vouchers, sub-contractors, or other arrangements.

8. Community Education and Training

Funding may be used to educate and increase awareness of domestic violence in the community. This may include presentations or trainings about domestic violence and/or services related to victims of domestic violence and their children.

9. Partnership and Collaboration

The organization may identify and forge relationships with community systems. Participation in multi-disciplinary committees, work groups and joint planning activities may also be included. Additionally, funding can be used to cultivate and recruit potential volunteers and referral partners to provide various forms of support.

10. Prevention Services

Applicants may utilize funding for prevention-based services like access to preventive health and behavioral health programs, educational programs in schools, parenting skills classes, and community campaigns designed to alter norms and values conducive to domestic or dating violence.

11. Services for Children

Survivors may need child-care assistance when navigating systems, utilizing healing services, or in gaining valuable skills. Applicants may utilize funding to assist survivors with day care, tutoring, or recreational services. Applicants may use this funding to offer services for children exposed to domestic violence like trauma-focused cognitive behavioral therapy, art therapy, and music, theater, or play therapy.

12. Offender Services

Perpetrator services ARE allowable expenses under this funding source. However, services must be voluntary and cannot be mandated.

13. Technology

Technology enhancements to support transitioning to virtual and remote services. This also includes technology assessments, best practices, and trainings to enable programs to support victims and their families with online learning, employment searches, remote participation in supportive services and case management.

14. Consultant Services

These funds may be used to provide counseling services to staff to assist with staff burnout or vicarious trauma. Consultants may also assist with emergency preparedness.

15. Translation and Interpretation

Services to assist agencies in providing culturally and linguistically appropriate services.

16. Substance use disorders and/or mental health needs

This includes substance use counselors, specialized mental health counselors, support groups, referrals to intensive outpatient programs and other partners, coordinated protocols, and training and technical assistance for domestic violence programs to better support survivors.

See here for a complete list of allowable activities:

https://acf.hhs.gov/sites/default/files/documents/fysb/1_FY%202021%20FVPSA%20American%20Rescue%20Plan%20Supplemental%20Funding%20Program%20Instruction-%20FormulaGrantees_final-05-19-21.pdf

Unallowable Uses of Funds

- Direct cash assistance to victims/survivors
- Construction costs (some exceptions apply)
- Renovation costs (some exceptions apply)
- Any mandatory services

E. Resources

Geographic Area to Be Served

Eligible agencies must be located in New Jersey and provide services to the target population in New Jersey. The programs shall serve any eligible individuals electing to receive services in New Jersey regardless of whether their last known physical address was outside of the state.

Staffing

The applicant shall allocate and maintain proper staffing levels that meet the needs of program activities included in the proposal narrative and budget.

1. Staff and Volunteer Retention

Every effort must be made to hire and retain individuals with recognized expertise in the field of domestic violence, as well as experience with mental health and trauma, substance abuse, social services, and systems advocacy. The applicant shall ensure staff and volunteers reflect the language, race, and cultural backgrounds of the survivors it serves.

2. New Staff Training & Development

Prior to interacting with clients or providing direct services, all staff and volunteers shall complete a minimum 40 hours of training in the field of domestic violence

3. Intern/Volunteer Program

Volunteers are valuable members to domestic violence programs. To build a strong pool of interns and volunteers, the agency must commit to recruiting, training and developing those who want to volunteer. Volunteers shall go through the same screening, orientation and training protocols as staff.

Applicable Laws and Regulations

All DCF funded agencies must comply with:

- The Violence Against Women Act (42 U.S.C. 13701 et seq);
- Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq);

- The Prevention of Domestic Violence Act (N.J.S.A. 2CL15-17 et seq);
- Shelters for Victims of Domestic Violence Act (N.J.S.A. 30:14-1 et seq);
- Standards for Shelters for Victims of Domestic Violence Act (N.J.A.C. 10:130);
- Survivor-Counselor Confidentiality Privilege (N.J.S.A. 2A:84A-22.13 et seq);
- The Sexual Assault Survivor Protection Act (N.J.S.A. 2C:14-13 et seq.);
- Confidentiality of Substance Abuse Records (N.J.S.A. 26:2B-20);
- Licensing standards as set forth in N.J.A.C. Title 5 Chapter 15, Emergency Shelters for the Homeless and as administered by the New Jersey Department of Community Affairs; and
- New Jersey Law Against Discrimination (N.J.S.A. 10:5-12).

The New Jersey Law Against Discrimination makes it unlawful to subject people to differential treatment based on race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, and AIDS and HIV status. The DCF-funded agency must prohibit discrimination in program admission and the provision of services, as well as agency hiring and promotional process.

Voluntary Participation Only

To ensure safety for domestic violence victims/survivors and their family, the applicant should operate with the highest level of ethical practice and accountability to survivors and the community. The federal government bars Family Violence and Prevention Services Act (FVPSA) recipients from mandating survivors to participate in programming to access other services. All services must be available on a voluntary basis.

Trauma-informed Approach

Additionally, DCF is looking for an organization that articulates a trauma-informed philosophy and healing-centered approach to its service delivery. This approach incorporates an understanding of the pervasiveness of trauma and its impact on every aspect of service provision. Not all survivors will experience violence in the same way, and each survivor will have individual needs. Being trauma-informed requires programs to understand and respond with sensitivity to the culture, behaviors, attitudes and emotional needs of survivors.³

³ Phillips, Heather, MA, Eleanor Lyon, PhD, Mary Fabrisi, PsyD, and Carole Warshaw, MD. *Promising Practices and Model Programs: Trauma-Informed Approaches to Working with Survivors of Domestic and Sexual Violence and Other Trauma*. Center on Domestic Violence, Trauma and Mental Health, 2015.

Acceptance/Remittance Criteria for Services

The denial of domestic violence services to a survivor can have serious and lasting safety implications. Decisions about discontinuing services shall not be based on survivors' personalities, immigration status, mental health, substance abuse history, age of survivor's children or their decision to return to the abuser. The only viable reason for denial is that the individual is not a victim of domestic violence or the individual poses a threat of inflicting harm on staff or residents. When the provider is at capacity, every effort should be made to refer the survivor with another DV county provider.

Protecting Confidentiality

Pursuant to the New Jersey Administrative Code, Section 10:130-2.5 (a) all services are confidential, accessible to the general public, and provided free of charge by specially trained professionals. The applicant shall abide by confidentiality policy at DCF as follows:

- The applicant shall observe the confidentiality provisions in 42 U.S.C. 10406(c) (5) with respect to all information collected by DCF.
- The applicant shall not disclose personal identifying information collected from a service recipient, including persons receiving services via a state or federally funded grant program, to any persons without the informed, written, and reasonably time-limited consent of that person, unless compelled by statute or court.
- If disclosure is required by law or court order, the applicant shall make reasonable efforts to:
 - Inform the person of the necessary disclosure; and
 - Protect the privacy and safety of affected persons.
- The applicant shall not make public the address or location of any domestic violence shelter facility that otherwise maintains a confidential location, except with written authorization of the person or persons responsible for the operation of that shelter.
- The applicant shall have written policies addressing documentation, storage of confidential information and access to other protected material.
- The applicant shall have a policy on the retention and destruction of documents.

Data Collection and Management

The applicant is required to collect data and submit to DOW in a timely fashion. Reporting tools and timelines are established in partnership with DCF. DOW only collects aggregate data that does not include any personally identifying information that could possibly identify a victim of domestic or sexual violence.

Continued Quality Improvement Standards

DCF engages in Continuous Quality Improvement (CQI) to identify and analyze strengths and areas needing improvement. DCF is committed to the process of ongoing evaluation as a vehicle to learn and develop solutions to improve the quality of services. It is expected that the awarded agency will engage in ongoing CQI to ensure programs are systematically and intentionally

increasing positive outcomes for individuals and families they serve.

The applicant shall be required to submit monthly reports of demographics and service data as part of the CQI process. The applicant will be required to collect and report pertinent client and program data, relative to service activities and measurable program outcomes.

F. Funding Information

The Department will make available:

- Seven (7) separate awards, each up to for **\$214,285**.

DCF reserves the right to award all or a portion of the requested amount.

ARP supplemental funding project period is **March 15, 2021 through September 30, 2025**. Retroactive pre-award costs that have occurred from March 15, 2021 in response to the COVID-19 public health emergency are allowed. Activities proposed under ARP supplemental funding may end prior to September 30, 2025. ARP supplemental funding will remain available until expended and through the end of FY 2025, September 30, 2025, but funds may be fully spent down prior to that time.

Matching Funds

No match is required for the FVPSA ARP grant awards.

Funds awarded under this program may not be used to supplant or duplicate existing funding.

Technical Assistance and Support

All newly funded agencies through the ARP grant will be provided comprehensive technical assistance and support through DCF-DOW and its partner, the New Jersey Coalition to End Domestic Violence. This support will assist new providers with grants and financial management, nonprofit administration, sustainability, stakeholder engagement and more.

G. Applicant Eligibility Requirements

1. Applicants must be for profit or non-profit corporations and/or Universities that are duly registered to conduct business within the State of New Jersey.
2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
3. If Applicant is **under a corrective action plan with DCF (inclusive of its Divisions and Offices) or any other New Jersey State agency or authority, the Applicant may not submit a proposal for this RFP if written notice of such limitation has been provided to the Agency**

or authority. Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated and progress maintained to the satisfaction of DCF for the period of time as required by the written notice.

4. Applicants shall not be suspended, terminated or barred by any agency for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
5. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
6. Where required, all applicants must hold current State licenses.
7. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required.
8. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
9. Applicants must have the ability to achieve full operational census within **60** days of contract execution.
10. All applicants must have a Data Universal Numbering System (DUNS) number. To acquire a DUNS number, contact the dedicated toll-free DUNS number request line at 1-866-705-5711 or inquire on-line at: <http://fedgov.dnb.com/webform>
11. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.

H. RFP Schedule

October 15, 2021	Deadline for Email Questions sent to DCF.ASKRFP@dcf.nj.gov
November 17 , 2021	Deadline for Receipt of Proposals by 12:00PM

Proposals received after 12:00 PM on **November 17, 2021** will **not** be considered.

All proposals must be delivered ONLINE:

To submit a proposal online, applicant must submit an AOR form. The AOR form must be completed and sent to DCF.ASKRFP@dcf.nj.gov

- Registration for the Authorized Organization Representative (AOR) Form

Once the AOR is submitted and the applicant is granted permission to proceed, instructions will be provided for submission of the proposal.

Only a registered Authorized Organization Representative (AOR) or the designated alternate is eligible to send in a submission by submitting an AOR form.

We recommend not waiting until the due date to submit your proposal in case there are technical difficulties during your submission. Registered AOR forms may be received 5 business days prior to the date the bid is due.

Submission Requirement:

It is required that you submit your proposal as one PDF document. If the Appendices file is too large, it can be separated into more pdf parts, such as Part 3, Part 4, etc. Please do not upload separate documents.

I. Administration

Screening for Eligibility, Conformity and Completeness

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection. Five (5) points will be deducted for each missing document. If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive.

The following criteria will be considered, where applicable, as part of the preliminary screening process:

- a) The application was received prior to the stated deadline.
- b) The application is signed and authorized by the applicant's Chief Executive Officer or equivalent.
- c) The applicant attended the Bidders Conference (if required).
- d) The application is complete in its entirety, including all required attachments and appendices.
- e) The application conforms to the specifications set forth in the RFP.

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations. Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications constitutes grounds for immediate rejection of the proposal if such absence affects the ability of the committee to fairly judge the application.

Proposal Review Process

DCF will convene a Proposal Evaluation Committee in accordance with existing regulation and policy. The Committee will review each application in accordance with the established criteria outlined in Section II of this document. All reviewers, voting and advisory, will complete a conflict of interest form. Individuals with conflicts or the appearance of a conflict will be disqualified from participation in the review process. The voting members of the Proposal Evaluation Committee will review proposals, deliberate as a group, and then independently score applications to determine the final funding decisions.

The Department reserves the right to request that applicants present their proposal in person for final scoring. In the event of a tie in the scoring by the Committee, the Applicants that are the subject of the tie will provide a presentation of their proposal to the evaluation committee. The evaluation committee will request specific information and/or specific questions to be answered during a presentation by the provider and a brief time-constrained presentation. The presentation will be scored out of 50 possible points, based on the following criteria and the highest score will be recommended for approval as the successful Applicant.

Requested information was covered-	10 Points
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Approach to the contract and program design was thoroughly and clearly explained and was consistent with the RFP requirements-	25 Points
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Background of organization and staffing explained-	15 Points
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The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. The Department's best interests in this context include but are not limited to: State loss of funding for the contract; the inability of the applicant to provide adequate services; the applicant's lack of good standing with the Department, or any indication, including solely an allegation, of misrepresentation of information and/or non-compliance with any State of New Jersey contracts, policies and procedures, or State and/or Federal laws and regulations.

All applicants will be notified in writing of the Department's intent to award a contract.

Special Requirements

The successful Applicant shall maintain all documentation related to proof of services, products, transactions and payments 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.

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

Applicants must comply with laws relating to Anti-Discrimination, as attached as **Exhibit B**.

The successful Applicants must comply with the Notice of Standard Contract Requirements, Processes, and Policies, as attached as **Exhibit C**.

Applicants must submit a signed Attestation-Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts, as attached as **Exhibit D**.

Applicants must comply with the federal requirements-Updated Rider for Purchases Funded by Federal Funds of 2CFR 200.317. See **Attachment 1**.

Applicants must comply with Notice of Executive Order 166. See **Attachment 2**.

Applicants must comply with confidentiality rules and regulations related to the participants in this program including but not limited to:

1. Applicants must comply with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
2. Keep client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
3. Recognize and understand that case information is mandated by N.J.S.A. 9:6-8.10a is to be kept confidential and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person's level offence as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.

All applicants are advised that any software purchased in connection with the proposed project must receive prior approval by the New Jersey Office of Information Technology.

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (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. §1320b-8 to serve in this State.

J. Appeals

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. An appeal will not be heard based upon a challenge to the evaluation of a proposal. Applicants may appeal by submitting a written request to:

Office of Legal Affairs
Contract Appeals
50 East State Street 4th Floor
Trenton NJ 08625

This shall be received no later than ten (10) business days following receipt of the notification or by the deadline posted in this announcement.

K. Post Award Review

As a courtesy, DCF may offer unsuccessful applicants an opportunity to review the Evaluation Committee's rating of their individual proposals. All Post Award Reviews will be conducted by appointment.

Applicants may request a Post Award Review by contacting: DCF.ASKRFP@dcf.nj.gov.

Post Award Reviews will not be conducted after six months from the date of issuance of this RFP.

L. Post Award Requirements

Successful applicants will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual. Applicants may review these items via the Internet at www.nj.gov/dcf/providers/contracting/manuals

Selected applicants will also be required to comply with all applicable State and Federal statutes, assurances, certifications and regulations regarding funding.

Upon receipt of the award announcement, and where appropriate, selected applicants will be minimally required to submit one (1) copy of the following documents:

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies

3. Bonding Certificate

4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification

The actual award of funds is contingent upon a successful Contract negotiation. If, during the negotiations, it is found that the selected Applicant is incapable of providing the services or has misrepresented any material factor in its ability to manage the program, the notice of intent to award may be rescinded.

Section II – Application Instructions

A. Proposal Requirements and Review Criteria

In conjunction with DCF's review of the narrative descriptions inserted under each numbered subsection below, DCF will assess the documents submitted with responses to this opportunity. DCF will determine the score for each section based on the quality, completeness, and accuracy of both the narrative descriptions and the documents it deems to be relevant.

Applicants must submit a Narrative with the following parameters:

- The narrative portion of the proposal should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right.
- The font shall be no smaller than 12 points in Arial or Times New Roman.
- There is a (30) page limitation for the narrative portion of the grant application. Annex B budget pages, and attachments do not count towards the narrative page limit. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.
- The narrative must be organized appropriately, address the key concepts outlined in the RFP, and include all attachments.

Proposal Narrative

Each proposal narrative must contain responses organized by heading in the same order as presented below:

I. Organizational History and Capacity (15 Points)

Describe the agency's history, mission and goals, and where appropriate, a record of accomplishments in working in collaboration with the Department of Children and Families and/or relevant projects with other state or federal governmental entities.

Describe the agency's background and experience in implementing the services described in the RFP.

Describe the agency's governance structure and its administrative, management. Note the existence of professional advisory boards that support the operations.

- **Include a Governing Body List. (A "governing body" is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Chosen Freeholders of Responsible Governing Body. List must be dated and include the following: names, titles, emails, phone numbers, addresses, and terms for all members of Governing Body.) as part of the appendix.**
- **Attach a current agency-wide organizational chart.**

Provide an indication of the organization's demonstrated commitment to cultural inclusivity and diversity. Explain how the provider's policies, materials, environment, recruitment, hiring, promotion, training and Board membership reflect the community or the intended recipients of the services you provide. Describe how the organization will provide resources and services in a way that is culturally sensitive and relevant.

Describe how the requirements of this initiative will be met through your policies implementing trauma informed practices.

- **Include written policies implementing trauma informed practices, if available.**

II. Need and Impact

(10 Points)

Applicants should clearly describe the need or issue to be addressed, and its impact on the community. The application will be evaluated as to how effectively it:

- Describes the nature and scope of problem with relevant state and local level data as well as agency statistics.
- Discusses the target population to be served and ensure this includes at least one underserved population. The applicant should include population size and demographics as well as any relevant statistics to link the need for assistance.
- A summary of existing services in the geographic location, including identified gaps in the current provision. Describe how your program will bridge identified gaps and overcome barriers to underserved.

III. Program Approach

(30 Points)

Specify a program approach that includes an overview of the proposed services and their anticipated impact on the target population. Include the following:

- A description of the services to be provided. Include how DCF-DOW's priorities areas for this funding will be met;
- An explanation of how the services will be accessible and culturally-responsive;
- A description of any service coordination, collaborative efforts or processes that will be used to provide the proposed services and increase services to underserved populations
 - **Attach any affiliation agreements or Memoranda of Understanding**
 - **Include no more than 2 Professional letter(s) of support** from community organizations that you already partner with **as part of the appendix**. Letters from any New Jersey State employees are prohibited.
- Information on the accessibility of services, including the hours and days that services will be available to clients, and the geographic location(s) where services will be provided. Include also a description of any transportation options available to clients and wheelchair accessibility;
 - **Submit a description of program space as part of the appendix (include address).**
 - **Additional photos and/or floor plans are also welcomed, if available-attach as part of the appendix.**
- A description of client eligibility requirements, referral processes and client rejection/termination policies; and
- A description of the process for maintaining confidentiality of client records.

IV. Staffing and Personnel

(10 Points)

Indicate the number, qualifications and skills of all staff, consultants, sub-grantees and/or volunteers who will perform the proposed service

activities.

Describe how the proposed program will recruit and utilize volunteers.

Attach in the Appendices section of the application the following items:

- **job descriptions that include education, training, and experience;**
- **a sample staff schedule for a month depicting staff shifts and hours; and**
- **resumes of any existing staff who will perform the proposed services, including any professional licenses.**

DCF-DOW supports standards created for domestic violence agencies. DCF endorsed Prevent Child Abuse New Jersey's (PCA-NJ) Safe-Child Standards in August 2013. These standards are used as a tool for implementing policies and procedures and ensure a baseline of quality services.

Describe how the applicant agency's operations mirror or abide by the applicable standards.

- **Include a brief (no more than 1 page double spaced) Safe-Child Standards Description demonstrating ways in which your agency's operations mirror the Standards as part of the appendix.**

The Standards are available at:

<https://nj.gov/dcf/providers/notices/nonprofit/> and

<https://www.nj.gov/dcf/SafeChildStandards.pdf>

V. Program Implementation Schedule (10 Points)

Provide a timeline for fully implementing the proposed services.

- **Attach a separate Program Implementation Schedule as part of the Appendix.**

Provide as part of the narrative how your organization will execute the program implementation schedule and meet the requirements of the RFP. If operating a shelter facility, provide applicable leases or other agreements.

Applicants must have the ability to begin serving the target population within **30** days of contract execution. Describe how the applicant

organization shall commit to develop these requirements and have them available.

VI. Outcome and Evaluation (5 Points)

Provide a brief narrative and **attach copies of any evaluation tools** that will be used to determine the effectiveness and quality of the program services, and the frequency the tools will be used.

VII. Leveraging and Sustainability (5 Points)

Identify the total amount and source of any additional financial resources that will be committed to the proposed project as leverage to ensure sustainability.

VIII. Budget (15 Points)

The Department will consider the cost efficiency of the proposed budget as it relates to the anticipated level of services (LOS). Therefore, applicants must clearly indicate how this funding will be used to meet the project goals and/or requirements. Provide a line item budget and narrative for the proposed project/program for the first year of operation. The narrative must be part of the 30-page proposal.

- **The Budget forms are to be attached as an Appendix.**

The budget shall be reasonable and reflect the scope of responsibilities required to accomplish the goals of this project. Projects may span a period of up to 36 months. The budget should reflect the 12-month funding cycle(s) for which you are applying. For example, if applying for 18 months, please submit 1 twelve-month budget and a 6-month budget. The budget must include, in separate columns, total funds needed for each line item, the funds requested in this grant, and funds secured from other sources. All costs associated with the completion of the project must be clearly delineated and the budget narrative must clearly articulate budget items, including a description of miscellaneous expenses or "other" items. All funding including matching funds and in-kind contributions shall be included in the budget.

The Budget form shall be required for your proposal. Standard DCF Annex B (budget) forms will be required if your organization is awarded.

Forms are available at:

<http://www.state.nj.us/dcf/providers/contracting/forms/>

A description of General and Administrative Costs are available at:

<http://www.state.nj.us/dcf/providers/notices/>

B. Supporting Documents

Applicants must submit a complete proposal signed and dated by the Chief Executive Officer or equivalent. There is a 30-page limitation for the narrative portion of the grant application. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

The narrative must be organized appropriately and address the key concepts outlined in the RFP. Attachments do not count towards the narrative page limit.

All supporting documents submitted in response to this RFP must be organized in the following manner:

Part I: Proposal	
1	<input type="checkbox"/> Proposal Cover Sheet – (signed and dated) Website: https://www.nj.gov/dcf/providers/notices/requests/#2 Form: https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc
2	<input type="checkbox"/> Table of Contents – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices for paper copies, CD and electronic copies.
3	<input type="checkbox"/> Proposal Narrative in following order 30 Page Limitation I. Organization History and Capacity II. Need and Impact III. Program Implementation IV. Staffing and Personnel V. Program Implementation Schedule VI. Outcome and Evaluation VII. Leveraging and Sustainability VIII. Budget
Part II: Appendices	
4	<input type="checkbox"/> Written policies implementing trauma informed practices, if available. If not applicable, include a written statement.
5	<input type="checkbox"/> Governing Body List. (A “governing body” is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Freeholders of Responsible Governing Body). List must be Dated and include the following: a. Names b. Titles, c. Emails d. Phone Numbers e. Address and f. Terms
6	<input type="checkbox"/> Current Agency-Wide Organization Chart

7	<input type="checkbox"/>	2 Professional letter(s) of support from community organizations that you already partner with as part of the appendix . Letters from any New Jersey State employees are prohibited.
8	<input type="checkbox"/>	Job Descriptions that include all educational and experiential requirements
9	<input type="checkbox"/>	Resumes of any existing staff who will perform the proposed services (please <u>do not</u> provide home addresses or personal phone numbers), including any professional licenses .
10	<input type="checkbox"/>	A sample staff schedule for a month depicting staff shifts and hours
11	<input type="checkbox"/>	Brief narrative on Staffing Patterns
12	<input type="checkbox"/>	Safe-Child Standards Description of your agency's implementation of the standards (no more than 1 page)
13	<input type="checkbox"/>	Description of program space, if available
14	<input type="checkbox"/>	Additional photos and/or floor plans, if available are also welcomed
15	<input type="checkbox"/>	Summary of evaluation tools that will be used to determine the effectiveness of the program services (no more than 5 pages)
16	<input type="checkbox"/>	Signed Attestation Exhibit D
17	<input type="checkbox"/>	Proposed Program Implementation Schedule or some other detailed weekly description of your action steps in preparing to provide the services of the RFP and to become fully operational within the time specified.
18	<input type="checkbox"/>	Proposed Annex B Budget Form documenting anticipated budget (include signed cover sheet) Annex B: https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls Note: Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.
19	<input type="checkbox"/>	Applicant's Conflict of Interest policy

20	<input type="checkbox"/>	<p>Copies of any audits (not financial audit) or reviews (including corrective action plans) completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other state entities within the last 2 years. If available, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position. If not applicable, include a written statement.</p> <p>Applicants are on notice that DCF may consider all materials in our records concerning audits, reviews or corrective active plans as part of the review process.</p>
21	<input type="checkbox"/>	<p>Document showing Data Universal Numbering System (DUNS) Number [2006 Federal Accountability & Transparency Act (FFATA)] Website: https://fedgov.dnb.com/webform Helpline: 1-866-705-5711</p>
22	<input type="checkbox"/>	<p>System for Award Management (SAM) printout showing "active" status (free of charge) Website: Go to SAM by typing www.sam.gov in your Internet browser address bar Helpline: 1-866-606-8220</p>
23	<input type="checkbox"/>	<p>Applicable Consulting Contracts, Affiliation Agreements related to this RFP. If not applicable, include a written statement</p>
24	<input type="checkbox"/>	<p>Business Associate Agreement/HIPAA (signed/dated under Business Associate) [Version: Rev. 8-2019] Form: https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx</p>
25	<input type="checkbox"/>	<p>Affirmative Action Certificate --or-- Renewal Application [AA302] sent to Treasury Note: The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Any agency previously contracted through DCF is required to submit an Affirmative Action Certificate. Website: https://www.nj.gov/treasury/purchase/forms.shtml Form: https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf</p>
26	<input type="checkbox"/>	<p>Certificate of Incorporation Website: https://www.nj.gov/treasury/revenue/filecerts.shtml</p>
27	<input type="checkbox"/>	<p>For Profit: NJ Business Registration Certificate with the Division of Revenue. See instructions for applicability to the organization. If not applicable, include a signed/dated written statement on agency letterhead. (Requested with proposal, required prior to award) Website: https://www.nj.gov/njbusiness/registration/</p>
28	<input type="checkbox"/>	<p>Agency By-laws or Management Operating Agreement if an LLC</p>

29	<input type="checkbox"/>	<p>Tax Exempt Organization Certificate (ST-5) -or- IRS Determination Letter 501(c)(3)</p> <p>If not applicable, include a signed/dated written statement on agency letterhead</p> <p>Website: https://www.nj.gov/treasury/taxation/exemptintro.shtml</p>
30	<input type="checkbox"/>	<p>Disclosure of Investigations and Other Actions Involving Bidder Form (PDF) (signed/dated)</p> <p>Website: https://www.nj.gov/treasury/purchase/forms.shtml [Version 3-15-19]</p> <p>Form: https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf</p>
31	<input type="checkbox"/>	<p>Disclosure of Investment Activities in Iran (PDF) (signed/dated) (Requested with proposal, required prior to award)</p> <p>Website: https://www.nj.gov/treasury/purchase/forms.shtml [Version 6-19-17]</p> <p>Form: https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf</p>
32	<input type="checkbox"/>	<p>For Profit: Ownership Disclosure Form (PDF) (signed/dated)</p> <p>Website: https://www.nj.gov/treasury/purchase/forms.shtml [Version 6-8-18]</p> <p>Form: https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf</p> <p>See instructions for applicability to your organization. If not applicable, include a written statement.</p>
33	<input type="checkbox"/>	<p>For Profit: Chapter 51/Executive Order 117 Vendor Certification --and-- Disclosure of Political Contributions (signed/dated) [Version: Rev 4/1/19]</p> <p>See instructions for applicability to your organization. If not applicable, include a signed/dated written statement on agency letterhead.</p> <p>Website: https://www.nj.gov/treasury/purchase/forms.shtml</p> <p>Form: https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf</p>
34	<input type="checkbox"/>	<p>Certification Regarding Debarment (signed/dated)</p> <p>Website: https://www.nj.gov/dcf/providers/notices/requests/#2</p> <p>Form: https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf</p>
35	<input type="checkbox"/>	<p>Statement of Assurances – (Signed and dated)</p> <p>Website: https://www.nj.gov/dcf/providers/notices/requests/#2 Form: https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc</p>
36	<input type="checkbox"/>	<p>Tax Forms:</p> <p><u>Non Profit</u> Form 990 Return of Organization Exempt from Income Tax or- For Profit Form 1120 US Corporation Income Tax Return or-LLC Applicable Tax Form and may delete or redact any SSN or personal information</p>

* The above listed standard forms for RFP's are available at:
<https://www.nj.gov/dcf/providers/notices/requests/>

See *Standard Documents for RFPs* for forms.

Standard DCF Annex B (budget) forms are available at:
<https://www.state.nj.us/dcf/providers/contracting/forms/>

** The above listed Treasury required forms are available on the Department of the Treasury website at:

<https://www.state.nj.us/treasury/purchase/forms.shtml>

Click on Vendor Information and then on Forms.

Standard Language Document, and the Contract Reimbursement Manual and Information Manual may be reviewed via the Internet respectively at:

<https://www.nj.gov/dcf/providers/contracting/forms/> and
www.nj.gov/dcf/providers/contracting/manuals

C. Requests for Information and Clarification

Question and Answer:

DCF will provide applicants additional and/or clarifying information about this initiative and application procedures through a time-limited electronic Question and Answer Period. Inquiries will not be accepted after the closing date of the Question and Answer Period.

Questions must be submitted in writing via email to:
DCF.ASKRFP@dcf.nj.gov.

Written questions must be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. All inquiries submitted to DCF.ASKRFP@dcf.nj.gov must identify, in the Subject heading, the specific RFP for which the question/clarification is being sought. Each question should begin by referencing the RFP page number and section number to which it relates.

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFP at: <https://www.nj.gov/dcf/providers/notices/requests/>

Technical inquiries about forms and other documents may be requested anytime through DCF.ASKRFP@dcf.nj.gov.

All other types of inquiries will not be accepted. **Applicants may not contact the Department directly, in person, or by telephone, concerning this RFP.**

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically available at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B
TITLE 10. CIVIL RIGHTS
CHAPTER 2. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS
N.J. Stat. § 10:2-1 (2012)

§ 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C. 18A:18A-51 et seq.*).

EXHIBIT C

Notice of Standard Contract Requirements, Processes, and Policies

I. Instructions:

Please carefully read all the information on these page(s) and then sign, scan, and email this executed document to: OfficeOf.ContractAdministration@DCF.NJ.Gov

II. 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 Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>;
- 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 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; and
- F. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
 - 1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
 - 2. Maintenance of 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 of the confidentiality of case information as mandated by N.J.S.A. 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
 - 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.

III. 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. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all of the requirements of Section 3.12 of the SLD of the IPA.
- F. 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.
- G. 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>
- H. NJ Rev Stat § 9.6-8.10f (2017) requires the Department of Children and Families (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>
- I. Contractors and employees of the contractor who provide direct services will have State and Federal background checks with fingerprinting completed and pass now and every two (2) years thereafter. Instruction on the fingerprinting process and background checks will be provided. Community Agency Head and Employee Certification, Permission for Background Check and Release of Information, is a consent form for fingerprinting, certification regarding

criminal background, and a release of information form. It is signed by respective employees in front of a witness and is not to be included in the application. Only the Community Agency Head's signed form must be submitted with the application.

- J. 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 on the internet at: https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml
- K. Contractors must have the ability to maintain the full operations 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.
- L. 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.
- M. 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.
- N. 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 of NJ, to renew expired forms filed 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.

IV. 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 NJ Department of Children and Families 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/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds-7.31.2020.pdf>

- D. If services are provided by programs licensed, contracted or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.K.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); 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 (C30:1-1.2b) 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 (C30:1-1.2c). 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 as per Section 4 of P.L., c.1 (c.30:1-1.2b) 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 take action, including financial penalties or cancellation or non-renewal of the contract.

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 _____ **Date:** _____

Printed Name: _____ **Title:** _____

Exhibit D

Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts

ALL DCF Providers must sign, scan, and email this executed document to:
OfficeOf.ContractAdministration@Dcf.nj.us

By my signature below, I hereby confirm I am authorized to review and sign this document on behalf of my organization. I additionally confirm:

_____ (1) my organization **is not** an entity entering into or renewing a contract or contracts with the Department of Children and Families to provide mental health, behavioral health, or addiction services that employs more than 10 regular full-time or regular part-time employees who principally work for the organization to provide the contracted services as defined in Public Law P.L. 2021, c.1 [if you select this response, please return the signed form as noted above].; OR

_____ (2) my organization **is** such an entity and in compliance with Public Law P.L. 2021, c.1., I therefore must submit within the 90-day period following the initiation or renewal of our DCF contract(s) either:

A. An attestation:

_____ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; **or**

_____ stating that our employees are not currently represented by a labor organization and that no labor organization has sought to represent our employees during the 90-day period following the initiation or renewal of our DCF contract(s) after the effective date of this act and up to the time of submission; **or**

_____ signed by a labor organization, confirming entry into an agreement or binding obligation to be maintained through the term of the DCF contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); **or**

B. A notice:

_____ from a labor organization confirming it seeks to represent our employees after the expiration of the 90-day period following the effective date of our DCF contract, to be followed no later than 90 days after the date of notice stating that we have entered into:

- (1) a labor harmony agreement with the labor organization; or
- (2) 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 (C.30:1-1.2c); **and**

C. A COVID-19 health and safety commitment:

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through 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. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published on the DCF website at:

https://www.nj.gov/dcf/coronavirus_contractedproviders.html These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally

represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Organization Name: _____