

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ
08650-0068

Reapplication for

REQUEST FOR PROPOSAL

COUNTY OF MERCER

For The

OFFICE ON ADDICTION SERVICES

To Be Received On

Friday, October 23, 2009



COMPETITIVE CONTRACT _____

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Chief of Addiction Services, for the Office on Addiction Services, County of Mercer, State of New Jersey on Friday, October 23, 2009 at 2 p.m. prevailing time at 640 South Broad Street, Room 230 at which time and place proposals will be opened and read in public for:

Re application for
2010 -2011 Addiction Treatment Services for Indigent Mercer County Residents

Specifications and other proposal information may be obtained at the Office on Addiction Services office during regular business hours (M – F, 8:30 a.m. – 4:30 p.m.) or available for download at www.mercercounty.org/human_services/index.htm.

Proposals shall be made on the forms provided as part of the request for proposals (RFP) packet and required by the specifications, enclosed in a sealed envelope and addressed to Chief of Addiction Services, Office on Addiction Services, 640 South Broad Street, PO Box 6068, Trenton, New Jersey 08650-0068 and clearly marked on the outside “Reapplication for 2010 -2011 RFP-Addiction Services.” This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents.

Applicants are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

County of Mercer, NJ

INTRODUCTION

The Mercer County Department of Human Services, through the Office on Addiction Services, is accepting proposals for the period of January 1, 2010 through December 31, 2011 to provide addiction treatment services for indigent Mercer residents.

The purpose of county funding is to augment existing sources of support to allow community agencies to provide high quality, full continuum addiction treatment services. The vast majority of these comprehensive programs are targeted for Mercer County's indigent and under-insured populations with substance abuse and addiction problems using the ASAM PPC II to determine the treatment modality most appropriate to the identified level of care needed and to ensure that services are provided in the least restrictive setting possible. Related supports to families of affected individuals are expected. Where appropriate, services should include screening, assessment and evaluation, treatment at the appropriate identified level of care, and monitoring. Eligible applicants must have, or be within one year of licensure from the Division of Addiction Services. We encourage services to be offered within coordinated networks. Applicant agencies may offer proof of coordination such as consortia or affiliation agreements, letters of endorsement, or other means.

Funding for this contract may increase beyond the original contractual amount when additional non-county funding becomes available (also applies to increased allocation for the cost of living adjustment) however, the contractor must provide increased levels of services at the unit cost referenced in the proposal. The County reserves the right to decrease or increase the levels of service based upon allocation and no minimum or maximum is implied or guaranteed.

This funding is contingent upon inclusion in and adoption of the 2010- 2011 Mercer County budgets, as well as inclusion in and adoption of the FY 2010- 2011 State of New Jersey budget.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful respondent, as accepted by the County of Mercer, will become part of any contract awarded as a result of this RFP.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

ACTIVITY

DATE

Public notice in The Times of Trenton	October 6, 2009
Proposal specific questions in writing to Office on Addiction	October 9–Oct. 13, 2009
Responses to received questions posted to County website	October 16, 2009
Proposal due	October 23, 2009
Proposal committee review	Week of Oct. 26 -30, 2009
Notification of award	November 26, 2009
Project to begin	January 1, 2010
Project to end	December 31, 2011

PROPOSAL SUBMISSION INFORMATION

Submission Date and Time: **Friday, October 23, 2009 by 2:00 p.m.** in Room 230 of the County Administration Building, 640 South Broad Street, Trenton, NJ 08650.

Submit one (1) signed original in **blue ink** and six (6) hard copies of the RFP and all attachment materials along with one additional proposal on a **compact disk (CD)**. In addition, submit six (6) contracts **all** with **original signatures (blue ink)**. Clearly mark the submittal package with “Reapplication for RFP –2010-2011 RFP – Addiction Services” and the name of the responding agency applicant, addressed to Camille Bloomberg, Office on Addiction Services, County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650. The original proposal shall be marked to distinguish it from the copies. This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail. Proposal descriptions should be specific and detailed, but **no longer than ten (10) typed pages**; not including attachment B. Proposal should be stapled or tightly bound. Do not submit proposals in binders, folders, etc. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

CONTACT

The County of Mercer has designated the following personnel as their representative regarding this RFP. Please direct all questions in writing to:

Camille Bloomberg
Office on Addiction Services
County of Mercer
P.O. Box 8068
640 South Broad Street
Trenton, NJ 08650

INTERPRETATIONS

Respondents should examine the RFP and observe all requirements. Recipients of the RFP package will have the option of submitting comments and questions in writing to the individual referenced above. All questions, interpretations, and clarifications considered necessary by the County of Mercer in response to such comments and questions will be placed on the county website <http://nj.gov/counties/mercer/departments/hs/>. All questions must be submitted ten (10) business days prior to opening proposals. Oral interpretations, statements or clarifications are without legal effect.

ESTIMATE OF QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

Funding for this contract may increase beyond the original contractual amount when additional non-county funding becomes available, i.e. increased allocation for cost of living adjustment (COLA). Should this occur the contractor must provide increased levels of services at the unit cost referenced in the proposal. The County reserves the right to decrease or increase the levels of service based upon allocation and no minimum or maximum is implied or guaranteed.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

Contract, maximum sum of \$_____ subject to this amount being included and approved in the 2010 and 2011 Mercer County budgets and/or approval in the Chapter 51 State of New Jersey Allocation.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this

contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project, as appropriate. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

SUBCONTRACTORS

The County of Mercer will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. The primary contractor will not be permitted to add to or substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the County of Mercer.

IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK (AS APPLICABLE)

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer, Division of Mental Health, at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer, Office on Addiction, at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

The vendor must provide a photocopy of the Alien Registration form or 1-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record: http://www.state.nj.us/lps/njsp/about/serv_chrc.html

Statutory and other Requirements **Compliance with Laws**

Any contract entered into between the contractor and the County of Mercer must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms as may be required by this section.

New Jersey Business Registration Requirements for Non-Construction Contracts (as applicable)

Note: A not-for-profit agency with appropriate documentation per Internal Revenue Code 501(c)(3) is not required to submit proof of New Jersey Business Registration.

In response to a request for bid or a request for proposal, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") **The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Proof of Business Registration

N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal: failure to do so is a fatal defect that can not be cured. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. A BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmation Action requirements of **AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27** as identified in the documents attached hereto. The form shall be properly executed.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in the RFP.

Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of the RFP, shall be properly executed and submitted with the RFP response.

Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and

agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile in the amount of \$1,000,000.00 and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County when required at the County's option.

In all cases where a Certificate of Insurance is required, the County is to be named as an additional insured.

RFP Evaluation, Review, and Selection Process

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant or fail to meet the minimum mandatory requirements will not be evaluated. More than one (1) proposal per priority area from an individual, a firm or partnership, a corporation or an association under the same or different names will not be reviewed.

Proposals that are timely, compliant and meet the minimum mandatory requirements will be reviewed by the evaluation committee. Only members of the evaluation committee will grade the proposals and presentations.

The written proposals will be evaluated and graded in accordance with the evaluation criteria listed below. The minimum score of 70% is needed to receive funding however, the County reserves the right to make the final decision. The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per service reflected in the contractor's proposal.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the County Contact no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

Waiver of Subrogation Clause

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as hererin provided.

Multiple Proposals Not Allowed

More than one proposal per funding category from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Cmmencement of Work

The contractor agrees to commence work on the project within thirty (30) calendar days from the date of award by the County of Mercer.

Time of Completion

It is hereby understood and mutually agreed, by and between the Respondent and the County, that the date on which the work shall be substantially complete as specified in the RFP is an ESSENTIAL CONDITION of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the Contract shall be completed in sequence and time frame identified.

The Respondent agrees that said work shall be completed regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Respondent and the County, that the time of completion of the work described herein is a reasonable time for the completion of same.

Termination of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the County shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the County of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

The Contractor agrees to indemnify and hold the County harmless from any liability to Subcontractors concerning payment for services performed arising out of the lawful termination of the Contract by the County under this provision. In case of default by the Contractor, the County may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor to the County will be responsible for all payments to any hired Subcontractors. The Contractor must disclose to the County all payments made to Subcontractors.

General Considerations

Under administration of the County Administrator, Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

Providing Information

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

Notice of Award

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Office of the County Executive and The Office on Addiction Services.

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

Bid Prohibited

It is understood by the Respondent that, if awarded a contract through the request for proposal process, the Prime Contractor and any Subcontractors utilized for these services are prohibited from bidding the resultant goods or services required to implement the project.

Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the County Contact no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

RFP Evaluation, Review and Selection Process

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant or fail to meet the minimum mandatory requirements will not be evaluated. More than one (1) proposal per funding category from an individual, a firm or partnership, a corporation or an association under the same or different names shall not be considered.

Proposals that are timely, compliant and meet the minimum mandatory requirements will be reviewed by the evaluation committee. Only members of the evaluation committee will grade the proposals and presentations.

The written proposals will be evaluated and graded in accordance with the evaluation criteria provided. The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per service reflected in the contractor's proposal.

Evaluation Criteria

These criteria are not intended to be limiting or all-inclusive, and they may be adapted or supplemented in order to meet a contracting unit's individual needs as competitive contracting may dictate. No criteria shall unfairly or illegally discriminate or exclude otherwise capable vendors.

Technical Criteria

The submitted proposal demonstrates a clear and concise methodology, which emphasizes an understanding of the scope of work and related objectives. The proposal documents the use of innovative technology and techniques, and is responsive overall to the specific RFP requirements.

Management Criteria

The submitted proposal conveys a philosophy/mission statement in the agency overview. It also demonstrates a comprehensive description of the admission criteria, enrollment process and the length of time from referral to acceptance. Applicants must clearly define a "unit of service" along with the minimum and maximum number of unduplicated youth. The submitted proposal documents a history of developing an effective plan to meet the needs of the client population from the time of admission to discharge. The applicant must demonstrate measurable and realistic time frames for evaluating the status of the client service plan. In addition, establish criteria for successful completion of or negative discharge from the program. Applicants must demonstrate sound management practices and procedures through their proposals, to be considered for funding. Goals, objectives, number of clients, levels of service, and outcomes for program areas are defined and measurable.

Cost Criteria

Costs are reasonable and represent an effective and efficient use of public funds. Effective coordination/integration of proposed Mercer County funding with existing resources. Identify the unit cost as it relates to amount of funding provided and expected level of service.

Providing Information

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

Notice of Award

The successful Respondent will be notified of the award of contract upon a favorable decision by the Mercer County Office on Addiction Services.

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

Scope of Services

PROGRAM GOALS

- To provide substance abuse services to indigent and working poor Mercer County residents and their affected families.
- To decrease the numbers of individuals who are without addiction services in Mercer County.
- To increase the number of community substance abuse treatment and prevention resources available to Mercer County residents, and thereby reduce waiting times for accessing services. Mercer County is striving for a “treatment on demand” system of addiction care.

POPULATION TO BE SERVED

The target population is uninsured and under-insured residents of Mercer County. Mercer County dollars will only support services to uninsured and under-insured residents of Mercer County.

DESCRIPTION OF SERVICE

Services will provide:

- Direct, face-to-face services (except where otherwise noted) based upon the identified level of care.
- Access, through assessment and evaluation, and linkage to other levels of care where indicated and appropriate.
- Access to psychiatric evaluation and medication management and monitoring where indicated and appropriate.
- Education and resources on substance abuse treatment as indicated.
- Program recipients with case-management and linkage to services where appropriate.
- Linkage to entitlement and other benefit services.

Specifications:

Funding will be made available in the specified categories, up to the indicated amounts. All services are now in the category of Competitive Contracting and can only be contracted with duly licensed agencies and/or individuals serving Mercer County residents in county-based locations and are subject to the Competitive Contracting requirements.

Competitive Contracting = CC to identify each service.

1. Outpatient Services:

Outpatient services for adults and adolescents (includes Post Residential Continuing Care PRCC). This service provides regularly scheduled individual, group and/or family counseling services for less than 9 hours per week. Services include access to medical (including psychiatric services) and support services designed to rehabilitate substance abusers. This service may be provided as aftercare for individuals discharged from a higher level of care. Service provision must meet the ASAM PPC II Level I standard of care for outpatient services.

Intensive Outpatient Services: This service provision must meet the ASAM PPC-2 Level II.1, which provides structured, clinically intensive intervention. Interventions include individual, group and family counseling services, education and supportive services. Services are provided in a structured environment for a minimum of 9 hours per week on three or more separate occasions each week.

Up to \$467,348

\$233,674 annually: FUNDING CATEGORY: CC

2. Detoxification Services: Non-Hospital Based

Drug and/or alcohol detoxification and other medically monitored services that are delivered to substance abusers in a 24-hr (residential) program, in a non-hospital, licensed residential setting. In addition to effecting withdrawal from psychoactive substances and providing medical stabilization, these programs provide concurrent assessment, counseling and other intensive interventions for the purpose of placing substance abusers in continued treatment. It is expected that any client willing and clinically appropriate will be linked to the next appropriate ASAM level of care particularly Short Term residential services which will be the focus of site monitoring. This linkage is critical to the continued success of detoxification and should be the focus of outcomes in this level of care. This service provision must meet the ASAM PPC II Level III-7D. (Maximum amount allocated for adolescent detoxification is \$23, 300)

Up to \$217,230

\$108,615 annually: FUNDING CATEGORY: CC

3. Residential Services – Short Term:

This service is provided at a licensed residential treatment facility which provides a highly structured recovery environment with needed professional clinical services, designed to address specific addiction and living skills problems for persons who are deemed invested in intervention through short term residential treatment. This service must meet the ASAM PPC II Level III-7.

Adolescents: Up to \$49,600

\$24,800 annually: FUNDING CATEGORY: CC

Adults: Up to \$372,753

\$186,379 annually: FUNDING CATEGORY: CC

4. Special Populations

Hearing Impaired

This funding is specifically to provide the hearing impaired community with hours of interpretation services for 12 step meetings and community provider meetings. This will reduce isolation and lack of services available for this population and will increase the exposure of the provider community to this population.

Up to \$7,114

\$3,557 annually: FUNDING CATEGORY: CC

5. New Initiative - Transportation

Mercer County Office on Addiction Services completed a needs assessment in 2008. Transportation was identified as a barrier to accessing detoxification and residential treatment for the residents of Mercer County. To address this barrier in obtaining treatment services, transportation for detoxification and residential treatment will be included in this RFP. The maximum cost is \$50.00 per round trip.

Up to \$22,000

\$11,000 annually: FUNDING CATEGORY: CC

**2010-2011 ADDICTION SERVICES
FUNDING PROPOSAL COVER SHEET**

AGENCY NAME:

MAILING ADDRESS:

TELEPHONE:

AGENCY CONTACT PERSON:

EMAIL OF CONTACT PERSON:

PROGRAM NAME:

SITE ADDRESS:

TELEPHONE:

PROGRAM DIRECTOR:

REQUESTED AMOUNT:

FUNDING CATEGORY:

PROPOSAL REQUIREMENTS

ATTACHMENT A:

Proposals should be submitted in the following format with no more than ten (10), single-spaced narrative pages answering questions related to how programming will be achieved. The “Funding Proposal Cover Sheet” is attached to this proposal (not part of 10 page maximum requirement), and should be used as the first page of your submission document. Please submit one (1) original and four (4) copies for review. Please sequentially number all pages.

Please complete the Project/Program Description, Project/Program Administration, Evaluation of Goals and Objectives, and the Fiscal sections (identified by Roman numerals I-IV) by answering each of the elements identified in the outlined format. In presenting the required Cover Sheet information, use the attached form. **This form is to be used as your proposal cover sheet, and should be the first page of your proposal.** You may use additional sheets as needed for the fiscal section. Be sure to use the appropriate headings in the same sequence as outlined below, failure to do so, will make the review of your proposal difficult and will result in points lost.

I. PROJECT/PROGRAM DESCRIPTION:

- **AGENCY OVERVIEW** - Briefly describe the philosophy/mission of the applicant agency. Include information on the history of delivering addiction services. Describe how the applicant/organization involves consumers in the operations, service planning or evaluation of services. All applicants are expected to collaborate with other service providers to ensure client success. Describe how you will collaborate with other social service agencies to accomplish the goals you will set forth in this project. The proposal must list the location and address of the present, active office, which will service and manage this project.
- **SPECIFIC PROJECT/PROGRAM** - Describe the service component/project that is being purchased with the funding. If requested amount of funding will augment other sources of funding for this specific project/program, clearly indicate in percentage terms the amount supported by requested funding in relation to entire cost of project/program.
- **RATIONALE/MISSION OF PROJECT/PROGRAM** - Describe the need that is being addressed, the methods/modalities to implement the program design and how it meets a need(s) identified within the community. Document the need by using demographic data and other local data sources.
- **DESCRIBE CULTURAL COMPETENCE CAPABILITY** - Describe how the proposed project meets the ethnic/cultural backgrounds and linguistic needs of clients to be served. Describe how you address cultural capacity/diversity issues within your agency and program.

II. PROJECT/PROGRAM ADMINISTRATION:

- **ORGANIZATIONAL CHART** - Detail the supervision lines of this project/program in relationship to overall agency operation. Include an organizational chart with lines of supervision within the proposed program and between the program and sponsoring agency.
- **KEY STAFF** - Identify staff and their respective functions in implementing this program. Include brief job descriptions for staff paid by the grant.
- **STAFF DEVELOPMENT** - Describe policy for staff growth and development and organizations plan for on-going training and professional development of staff that work in the proposed program.

PROJECT/PROGRAM DURATION:

- **LOCATION & HOURS OF OPERATION** - Specify location of program and hours of service provision. Be sure to list program service days/holiday schedule.
- **NEW PROJECT SPECIFICS** - For new projects, please include a timeline of implementation, including advertising, hiring, start up and program admissions.

TARGET POPULATION/ELIGIBILITY:

- **POPULATION** - Describe who will be served.
- **RATIONALE** - Describe the rationale for selecting a population(s) to be served.
- **GEOGRAPHIC SERVICE AREA** - Describe geographic service area for this project/program.
- **ELIGIBILITY CRITERIA** - List eligibility criteria.

ADMISSION CRITERIA:

- **REFERRAL/ENROLLMENT PROCESS** - Describe referral/enrollment process. Identify reports/forms/documents needed for referral/admission.
- **WAITING LIST** - Describe maintenance of a waiting list.
- **INTAKE** - Describe method for prioritization of intake requests. Describe the intake process and the type of evaluation method(s) used.
- **TIME TO ACCEPTANCE/ADMISSION** - What is the length of time from referral to acceptance/admission?

ACCESSIBILITY:

- **ACCESSIBILITY ISSUES** - Explain accessibility both programmatic and physical plant, for the target population. Describe any handicapped limitations, if any.

- **PUBLIC TRANSPORTATION** - Describe availability of public transportation.

LEVELS OF SERVICE/UNITS:

- **UNIT OF SERVICE DEFINED** - What is the definition of Unit of Service (e.g., time, face-to-face contact, bed day, etc.)?
- **EXPECTED LOS** - What is the expected Level of Service (LOS) for each unit? What are the minimum and maximum number of unduplicated individuals who can be served in a contract period?
- **MAXIMUM SERVED AT ONE TIME** - Maximum number of individuals served in the program at one time.

FEES/CONTRIBUTIONS:

- **OTHER SOURCES OF PROGRAMMATIC FINANCIAL SUPPORT** - List fees, contributions, donation policy (if any), and expected revenues for the program from other sources. Also, describe why or why not third party billing is used and expected revenues.
- **CO-PAYMENT SYSTEMS** - If applicable, describe co-payment systems, and attach the scale used to make these determinations. This is considered an attachment, not part of the narrative document.

CLIENT SERVICE PLANNING:

- **CLIENT SERVICE PLAN DEVELOPMENT** - Describe how a client service plan will be developed to meet needs of consumers and their affected families from time of admission to discharge. Discuss the client and family involvement with case planning. Specify staff responsible for the plan.
- **SERVICE PLAN REVIEW** - What are the time frames for evaluating the status of the plan?
- **SERVICE PLAN DOCUMENTATION** - Attach a sample of the client planning form, as an attachment, not as part of the narrative.

DISCHARGE PLANNING:

- **DISCHARGE PROCEDURE** - Describe the procedure for discharge. Please include plans for family involvement, if applicable. Identify the staff responsible for discharge planning.
- **ADMINISTRATIVE DISCHARGE** - Specify the criteria for administrative discharge from the program. Describe the actions that are taken and how clients are assured that their needs are met, even if your agency is not providing the service.

AFTERCARE/TRACKING/FOLLOW-UP:

- **AFTERCARE PLANNING** - Describe the project's role in aftercare planning.
- **AFTERCARE EVALUATION** - Describe the system for tracking/collection of follow-up data and time frames for that follow-up.

III. EVALUATION OF GOALS AND OBJECTIVES:

- **PROGRAMMATIC GOAL(S)** – Provide a broad statement of what the program is designed to accomplish.
- **OBJECTIVES** – Describe in detail the specific, measurable, achievable, time-specific strategies to meet the aforementioned goal(s).
- **IMPLEMENTATION ACTIVITIES** – Articulate the action steps that will allow the program to reach its goals/objectives. Include copies of any questionnaires, diagnostic/other screening tools, surveys, etc. utilized as part of your implementation.
- **MEASURABLE OUTCOMES** – Describe the expected measurable impact on the consumer or system served, regarding the specific objectives outlined above. The proposed outcomes must be quantifiable and measurable as to the specific benefits to the consumers served in the program. Note: levels of services and attendance rates, for example, will not suffice.
- **DATA COLLECTION** – Describe the method(s) of collecting data to be used for evaluation purposes.
- **DETERMINING PROGRAM EFFECTIVENESS** - Describe the methodology for determining the project/program effectiveness.
- **CONTINUED FUNDING REQUESTS** - If this program has been previously funded by the Mercer County Office On Addiction Services please identify outcomes and program success from the previously funded year.

IV. FISCAL:

- **ACCOUNTING PRACTICES** - Describe your agency's accounting practices.
- **MAINTAINENCE OF FINANCIAL RECORDS** - Describe how your agency maintains fiscal records
- **SOURCES OF ADDITIONAL FUNDING** - Please list additional funding sources that will support this program

EVALUATION, REVIEW AND SELECTION PROCESS:

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee. Only members of the Evaluation Committee will grade the proposals and presentations.

The written proposals will be evaluated and graded in accordance with the Evaluation Criteria listed on the Sample Grading Sheet provided below.

EVALUATION CRITERIA:

TECHNICAL ELEMENTS

All necessary documents included as part of proposal package; request for specific information satisfied; within number of pages limit; all attachments completed in their entirety; budget narrative complete.

MANAGEMENT

Organizational chart included; clear lines of authority for project; job descriptions present; staffing levels justified; staff development plan.

ASSURANCE OF PERFORMANCE

Previous experience completing this type of program supported by performance data; track record of completing work.

PROJECT SPECIFICS

Target population identified; proportion of requested funding to overall program/project explained; eligibility, admission & discharge criteria explained; aftercare issues addressed; fee schedule included.

EVALUATION

Clear project goals; quantifiable measures included; both process and programmatic goals articulated; data collection plan and method for determining effectiveness included.

FINANCIAL STABILITY AND STRENGTHS

Accounting practices described; financial records maintained; strength of other funding identified.

COSTS

Budget forms complete; accurate reflection of total costs given multiple sources of funding; justifiable personnel, administrative, & supply costs; clear fiscal responsibility demonstrated.

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. You must initial on the lines below attesting to the fact that you have read and/or included the documents with your RFP.

- One (1) original and four (4) copies of complete proposal packet * _____
- Funding Proposal Cover Sheet * _____
- Attachment A (not to exceed 10 pages) * (Typed) _____
- Attachment B * (Typed) _____
- Six (6) signed copies "County of Mercer Competitive Contract Provisions" template * _____
- Subcontractors % _____
- Notarized Non-Collusion Affidavit * _____
- Stockholder Disclosure Certification *
Must be submitted with proposal

- Affirmative Action Compliance Notice * _____
- American with Disabilities Act Language _____
- Exhibit A: Affirmative Action Mandatory Language * _____
- EEOC Sexual Harassment Guidelines #**

- NJ Business Registration %
Must be submitted with proposal

- Copy of I.R.S. letter indicating 501(c)(3) status %

- Certificate of Incorporation ***

- Most recent audited financial statement *

Certificate of Workers Compensation Insurance *

Certificate of Liability Insurance *

Brochures and Organizational Chart *

Copies of all questionnaires, diagnostic/other screening tools, surveys, etc. utilized as part of performance outcome activities.

Proof of coordination (e.g., consortia or affiliation agreements, letters of endorsement, etc.) %

ADA of 1990: Individuals with Disability #

* Required as part of proposal submission

% Submit with proposal packet if applicable

Read, initial above, and retain for your records (do not include with proposal submission)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____
the vendor making the Proposal for the above named project, and that I executed the
said proposal with full authority so to do; that said vendor has not, directly or indirectly
entered into any agreement, participated in any collusion, or otherwise taken any action
in restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said proposal and in this affidavit are true and correct,
and made with full knowledge that the County of Mercer relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit
in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by
_____ (Name of Vendor)

Signed:

(also type name of affiant under signature)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)
Notary Public of _____
My Commission expires _____, 20____

NON-COLLUSION AFFIDAVIT

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Submission

NAME OF BUSINESS

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | |

This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Signature _____ Date _____

Printed Name &
Title _____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes
No

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes
No

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE:

PRINT NAME: _____ TITLE:

DATE: _____

(REVISED 10/08)
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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, 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.

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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**“ADVISORY” FROM THE DIVISION OF CONTRACT COMPLIANCE AND
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING
FORMERLY REFERRED TO AS “AFFIRMATIVE ACTION”**

N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27 et. seq.

- Name Change to “Division of Contract Compliance and Equal Employment Opportunity in Public Contracting”
- Further clarify and define standards necessary to implement the law
- Changes that strengthen Department’s enforcement powers
- Shift in focus from Affirmative Action to EEO in public contracting (requires insertion of “EEO” whenever “AA” appears in mandated language) advertisements, specifications and contracts
- Defines affirmative action good faith steps to ensure EEO, not quotas
- A plan that complies with N.J.A.C. 17:27, affirmative action plan

Program Monitoring Unit means Construction, Procurement or Public Agency units “demolition” included in “construction contract” and “construction project”

Both goods & services and public works contract language amended to include “gender identity or expression, disability and nationality to protected classes “goods & services contractor” deleted (G&S used in LPC) “vendor” clarified to include goods & services contractor & professional services

- New 17:27-3.2 – sets forth requirements for public agencies to comply, cooperate with Division mandatory language, provide vendors and construction contractors with copies of law and rules as requested etc.
- Contractors and sub-contractors must provide the Division with evidence of good faith efforts on request
- \$150 fee for vendors for initial issuance & renewal of Certificate of Employee Information Report to offset Divisions operating Costs; 50+ workers every three years; less than 50 every seven years
- 17:27-5.5 – Additional criteria for determining good faith efforts
- 7.2 currently reserved – in process of amendment to provide that the Division will discuss the construction contractor’s responsibilities, the targeted employment goals and good faith criteria at either:
 - A preconstruction meeting
 - Initial job meeting
 - During the first site monitoring visit
- 7.3 new-construction contractor & sub-contractors compliance obligation
- 7.4 financing of minority & women worker outreach & training has been repealed
- Public Agency has 30 days from receipt of a letter advisement to correct the violation
- Construction contractor, vendor or public agency – fines & penalties up to \$1,000 per day (1st -\$250; 2nd \$500 and 3rd \$1,000) according to size of vendor’s/contractor’s business or population of the public agency
- Factors in assessing a fine or penalty
- Use of the term “targeted” in conjunction with employment goals

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

{For those wishing the complete context of the 1990 EEOC Guidelines, contact the Mercer County Affirmative Action Office, 640 South Broad Street, Trenton, NJ 08650}

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile in the amount of \$1,000,000.00 and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County when required at the County's option.

In all cases where a Certificate of Insurance is required, the County is to be named as an additional insured.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as hererin provided.

Dated and Sign

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

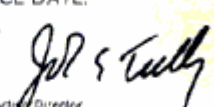
** Construction Contracts (including public works related purchase orders)*


N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the

Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
ACCEPTABLE BY THE COUNTY OF MERCER**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

Notice of Pending Disclosure Requirement

“Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The first annual disclosure report will be due in 2007. The report will include certain contributions and contract information for calendar year 2006.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700

An analyst from ELEC’s Special Programs Section will assist you.

COUNTY OF MERCER

This Contract made and entered into between the County of Mercer, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street in the City of Trenton and State of New Jersey, hereinafter referred to as "**COUNTY**" and the

_____ having its principal office located at _____ and hereinafter referred to as the "CONTRACTOR".

WHEREAS, the County desires that the Contractor perform services of a nature as hereinafter set forth; and,

WHEREAS, the County has determined, after investigation, consultation, and interview, the Contractor is fully qualified to perform and provide such services to and for the County; and,

WHEREAS, the Contractor has acknowledged its desire to provide such services to and for the County in a proper manner and under the terms and conditions as hereinafter set forth; now, therefore,

IN CONSIDERATION of the mutual promises herein contained, and intending to be legally bound thereby, the parties have agreed as follows:

ARTICLE 1

GENERAL CONDITION OF PAYMENT

In consideration of the faithful performance by the Contractor of its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Contractor during the term of this Contract, a maximum sum of \$_____ subject

to this amount being included and approved in the 2010 and 2011 Mercer County budgets and the Comprehensive Alcohol and Drug Abuse Contract. Funding for this contract may increase beyond the original contractual amount when additional non-county funding becomes available (also applies to increased allocation for the cost of living adjustment). However, the contractor must provide increased levels of service at unit cost referenced in the proposal. Should this occur, the County reserves the right to decrease or increase the levels of service based upon allocation and no minimum or maximum is implied or guaranteed. Payments are to be made in pro-rated amounts, on a quarterly basis and on receipt of expenditure reports as submitted by the Contractor and approved by the County.

Total Amount: \$ _____

- a. The Contractor hereby agrees to perform services described in the Program Specifications attached hereto as Supplementary Provisions and the **(RFP Submission)**, in the manner and upon the terms therein specified. **Supplemental Provisions and the RFP Submission and** Program Specifications, is hereby fully incorporated and made a part of this Contract.
- b. Maintain in accordance with acceptable practices including client confidentiality, etc. uniform records of services described herein and make such records available to the County at any time during the duration of the Contract or thereafter.
- c. Forward quarterly progress reports of services rendered from the

inception of this Contract. These reports shall be submitted no later than the twentieth day of the month immediately following the end of the quarter concerned.

- d. Maintain adequate financial and/or personnel attendance leave records pertaining to all services described herein as may be rendered and make said records available for inspection by the County and any or all of its agents at any and all reasonable times during the term of this Contract.
- e. In order to ensure accurate fiscal reporting, agencies receiving in excess of \$25,000 in a 12 month period in total County funds shall segregate the program funded by the County by maintaining either a separate function or cost center code in their fund accounting system. All revenue and expenses shown on the budget submission should be charged to this account and quarterly fiscal reports should be based on these figures. Where possible, County funded programs should be shown separately in the agency audit.
- f. Submit Expenditure Report forms as prescribed and supplied by the County no later than the twentieth day of the month immediately following the end of the quarter concerned. Payment by the County will be based on the quarterly expenditure reports submitted.

ARTICLE II

SPECIAL CONDITIONS

- a. The Contractor's status shall be that of an independent principal, and not as an agent or employee of the County.

- b. The Contractor agrees that in the performance of this Contract, it will obey, abide by and comply with all applicable Federal and State statutes and regulations.
- c. The Contractor agrees not to assign this Contract or any monies due hereunder without the prior written approval of the County.
- d. This Contract, and all rights and obligations of the parties, hereto shall be construed in accordance with the laws of the State of New Jersey.
- e. The Contractor hereby covenants and agrees to provide the County with a certificate of Worker's Compensation Insurance covering any of the Contractor's employees, subcontractors, agents, servants, etc., which may at anytime during the term of this Contract perform any act, service or work of any nature whatsoever by or on behalf of the Contractor.
- f. The Contractor hereby covenants and agrees to render and save harmless the County from any damages or fines for personal injury and/or property damage or otherwise arising out of the course of any of the activities or duties of the Contractor or their agents, servants or employees and that the Contractor will assume the cost, including the payment of legal fees for any judgement arising or resulting therefrom and burden of providing a good and sufficient defense or defenses, for any such claim, cause of action or law suits, if any.
- g. The Contractor shall carry Comprehensive General Liability Insurance in the minimum of \$1,000,000.00. Prior to execution of this Contract, the Contractor shall provide a Certificate of Insurance

of such Comprehensive General Liability Insurance and Workers Compensation Insurance to the County.

- h. Any and all provisions of this Contract may be changed or modified by mutual consent of the parties hereto but any change and/or modification shall not be binding unless reduced to a written agreement, signed by the parties.
- i. The Contractor hereby covenants and agrees not to discriminate on the basis of race, color, national origin, marital status, sex, religion, personal ancestry, affectional sexual orientation, age or disability in employment. The Contractor shall insert a similar provision in all subcontracts for services by this contract.
- j. The Contractor and the County of Mercer do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 ET SEQ.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. The Contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CRF, Parts 31, 32, and 34.

- k. Contractors shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.
- l. Exhibit A, Mandatory Affirmative Action Language is hereby incorporated into the standard language of the Contract.
- m. The Professional Business Entity shall adhere to the provisions of Mercer County Ordinance No. 2004-14 in all respects. Failure to do so will constitute a breach of the terms of the contract. It shall be a specific breach of the terms of the contract for the Professional Business Entity to: (i) make or solicit a contribution in violation of Mercer County Ordinance No. 2004-14, (ii) knowingly conceal or misrepresent a contribution or solicitation given or received, (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (v) engage in any exchange of contributions to circumvent the intent of Mercer County Ordinance No. 2004-14; or (vi) directly or indirectly through or by any person or means, do any act which would subject that entity to the restrictions of Mercer County Ordinance No. 2004-14.

This Contract may be terminated by either party upon sixty (60) day written notice to that effect, forwarded to the other party by the party desiring to terminate the contract and thereupon payments under this Contract shall be paid to the terminal date based on the Expenditure Reports submitted.

In the event of the cancellation of this Contract, the Contractor agrees to furnish to the County such reports as may be requested by it based upon work completed under the provisions of this Contract.

ARTICLE III

TERMS OF CONTRACT

It is understood and agreed by and between the parties hereto upon signing that this Contract shall be deemed effective from January 1, 2010 and continuing until December 31, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by its duly authorized officers.

CONTRACTOR

COUNTY OF MERCER

By: _____

Brian M. Hughes
Mercer County Executive

Executive Director

ATTEST:

ATTEST:

Jerlene H. Worthy
Clerk to the Board of Chosen
Freeholders

Mercer County Supplementary Provisions

1. The contractor agrees to arrange for an annual audit of its fiscal transactions and fund balances, to be conducted by an independent certified public accountant firm. Said audit should be submitted no later than one hundred twenty (120) days following the end of the contract period to the Mercer County Office on Addiction Services.
2. The contractor agrees to permit an authorized County representative to visit its facilities and operations for service evaluation purposes.
3. The contractor assures that all contract dollars are designated for medically indigent clients for which there is a Division of Addiction Services (DAS) approved client cost-sharing policy with a corresponding sliding fee scale. The contractor must assure that all grant dollars are designated for indigent clients as defined by a level of less than 350% of the federal poverty guidelines.
 - a. The agency will perform a financial appraisal of the patient upon referral for treatment and will advise the contractor of the results. If the patient has financial resources, but is medically indigent, the referring agency will determine to what extent, in accordance with a sliding fee scale, the patient is able to assume a portion of the cost of treatment and inform the contractor. The contractor will collect this amount from the patient and bill the County for the balance.
 - b. The contractor will provide proof of indigent status in the case file of each client.

The contractor will submit quarterly outcomes data reports based upon those outcome indicators defined in the proposal and those outlined above. Annual outcome reports will be submitted by the contractor by February 15th of the following year.

The contractor agrees to submit a bill with supporting documentation to the Mercer County Office on Addiction Services identifying the treated individual from Mercer County, date of admission, the number of treatment days provided, payor source, and date of discharge.

The contractor will participate in the Mercer Organization of Addiction Treatment and Education Services (MOATES), and

will attend no less than 75% of scheduled meetings annually.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

DAS ANNEX A Subcontractor Requirements for Mercer County Comprehensive Alcohol and Drug Abuse Contract

I. General Requirements of the Contract

- A. The contractee (subcontractee) must comply with the programmatic and fiscal terms and conditions described and approved by the Division of Addiction Services (DAS) in its contract (subcontract) application and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
- B. The contractee (subcontractee) must accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports for treatment contracts.
- C. The contractee (subcontractee) must accurately complete the New Jersey Substance Abuse Monitoring System (NJ-SAMS) admission screen forms within three (3) days of admission and discharge screen forms within three (3) days of discharge for any new or continuing care patient. The NJ-SAMS discharge screen forms must be completed for all patients who have completed treatment at the level of care defined at treatment admission whether he/she has completed the treatment plan or not.
- D. The contractee (subcontractee) must provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract (subcontract).
- E. The contractee (subcontractee) agency must develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access. The content of this manual should include protocols for communications with the governing body and policies relating to internal controls, procurement, travel and personnel.

- F. The contractee (subcontractee) must ensure that all personnel hired meet the educational and experiential requirements as stated in the contract (subcontract). The Contractee shall notify the DAS program officer when replacing key personnel [i.e., the Executive Director, Medical Director and/or Director of Substance Abuse Counseling (Clinical Supervisor)] and assure that such persons meet applicable licensure requirements.
- G. The facility shall conduct full criminal background checks for all employee staff, volunteers, interns and any other staff scheduled to routinely work in the facility. Programs serving adolescents shall conduct full criminal background checks supported by federal and state fingerprints for all employees; staff, volunteers, interns and any other staff scheduled to routinely work in the facility. The contractee shall submit with the final expenditure report for this contract year a listing of these costs.
- H. The contractee (subcontractee) must ensure that all staff members funded under this contract (subcontract), are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract) operations. Staff schedules must be maintained and available for review.
- I. The contractee (subcontractee) must ensure that all program records, for the current and last two (2) contract periods, both clinical and fiscal, are maintained on-site in the administrative or clinical office or can be accessed from NJ-SAMS for patient records or MDS for Prevention records.

The contractee (subcontractee) must maintain an adequate client record system for treatment, available for review, which includes:

1. Adequate support documentation for first and third party billings, including eligibility for cost sharing and Medicaid reimbursement; and
 2. The comprehensive treatment plan, including client reporting (medical, counseling, etc.) and evaluations.
- J. The contractee (subcontractee) must ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.

- K. The contractee (subcontractee) must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction. These funds cannot be used for religious activities, proselytizing, worship or religious instruction. When substance abuse treatment activities take place in a religious institution or setting that institution may retain its mission and character through such items as religious symbols and artifacts. All grantees must comply with Charitable Choice Regulations which indicate that religious organizations must offer potential clients, where religious objections exist, alternative providers.
- L. The contractee must retain, for a period of three (3) years, records of all expenditures for equipment, software, labor and service costs associated with complying with the NJ-SAMS or MDS reporting requirements of this contract (subcontract).
- M. The contractee must disclose to the Board all related party transactions (i.e., purchase of goods or services by the contractee including building or vehicle leasing) of employees, governing Board members and/or their families and maintain a record of the disclosure on the premises for DAS review. In order to avoid potential conflict of interests, all transactions of related parties must be addressed in the agency audit.
- N. The contractee must develop a system for allocating, tracking and differentiating revenue, expenses, services and capacity by payor which provides a comprehensive view of its service programs, especially those that include public funding, in a format to be approved by DAS.
- O. DAS must approve any contract and/or contract entered into by the subcontractee with third party providers of services authorized under this contract. Reimbursement for services provided by such subcontractee will not be authorized unless the legal agreement for such services has been approved by the Director, Administrative Services, DAS.
- P. The contractee (subcontractee) agrees to participate in, and provide the necessary access to program records, participants and staff, any evaluation and/or research projects associated with the distribution of these funds and conducted by DAS and/or its contractors.

II. Treatment Requirements of the Contract

- A. The contractee (subcontractee) must ensure that services under this contract (subcontract) are provided in accordance with licensure standards. In cases where a substance abuse referral must be made by a DAS prevention/treatment contractee (subcontractee), they are required to refer only to a DAS licensed substance abuse treatment facility.
- B. Programs must indicate performance outcome measures that are specific, measurable, attainable, and results oriented.
- C. The contractee (subcontractee) must ensure that all individuals admitted to treatment are properly assessed and meet the admission criteria outlined in the contractee (subcontractee) policy manual. Patient assessment must be performed using the Addiction Severity Index (ASI), or other DAS-approved standardized assessment tool, and placement must be consistent with American Society of Addiction Medicine (ASAM) – Patient Placement Criteria II (PPCII). The contractee may use the Assessment Module in NJ-SAMS as its assessment tool.
- D. The contractee (subcontractee) must maintain a written policy for use in selecting patients when the contractee (subcontractee) has multiple applicants. The contractee (subcontractee) must give preference in admissions for treatment to pregnant women and publicize the fact. If contractee (subcontractee) is at full funded capacity and unable to admit the pregnant woman, they must refer such women to another facility or make interim services available within 48 hours.

At a minimum, interim services include counseling and education about HIV and Tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services, if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care. If the contractee serves an injecting drug abuser population, such applicants must receive preference for remaining slots after any pregnant women requiring services have been admitted. All actions must be documented.

- E. The contractee (subcontractee) must ensure that contract funds are utilized for the provision of services to those who meet the criteria for medically indigent. This criteria will ensure that state funding for addiction treatment is based on the principle of need that will include both financial and medical necessity. The contractee (subcontractee) must have and use a DAS-approved Client Cost Sharing Policy to include low income and uninsured persons, and a corresponding procedure that incorporates the use of a sliding fee scale based on family income approved by the Board. The sliding fee schedule must incorporate a “no-fee” or nominal fee level for clients with incomes lower than a determined income approved by DAS. Copies of these documents shall be submitted as part of the annual contract application for review. Family income verifications shall be documented in the client’s file by pay stubs, W-2s, income tax returns, etc. no less than annually.

- F. The contractee (subcontractee) must maintain a full client service level, as stated in Section III “Contract Specific Requirements” of this Annex A and any Addenda to Annex A included, without exceeding any approved licensed capacity. Utilization must be demonstrated through the maintenance of an updated client roster of active clients which includes at a minimum the following:

Quarterly submission of monthly rosters are required for all clients which include:

- Client ID #
- Date of Admission to Treatment and Discharge
- Family Income
- Family Size
- Treatment Modality (include phases for methadone maintenance)
- Payor Source(s) e.g., DAS, County, Work First, Medicaid, Insurance, Self-pay, Other Number and Type of Services provided each month, e.g., individual, group, family, didactic

Subcontractee, through county contracts, will maintain service levels as contracted with county authorities. Compliance contracted service levels will be monitored by and reportable to county authority.

- G. The contractee (subcontractee) will seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning and the family will be involved when granted approval, if clinically appropriate.

- H. The contractee (subcontractee) must maintain comprehensive and accessible client records which document services provided directly and indirectly to the client and his/her family support system. Every client file must contain:
 - 1. Patient assessment using ASI, or other DAS-approved client assessment tool, and documentation of client placement according to ASAM-PPCII; family income assessment;
 - 2. Physical examination/medical assessment including TB testing as required;
 - 3. Treatment plan, with no less than quarterly re-assessments;
 - 4. Clinical counseling and progress notes;
 - 5. Acknowledgment of HIV counseling and testing signed by client;
 - 6. Attendance sheet signed by client;
 - 7. Discharge plan;
 - 8. NJ-SAMS admission and discharge reports, and
 - 9. Signed consent(s) to allow transfer of the NJ-SAMS patient record access for all patients who were referred for continuing care to another substance abuse treatment provider.

The contractee (subcontractee) must meet the standards prescribed by the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part II, dated June 9, 1987. Client records must be maintained for a minimum of 10 years in accordance with N.J.S.A. 26:8-5 et seq. and disposed of in the manner prescribed.

- I. The contractee (subcontractee) must provide all clients on-site HIV counseling and/or refer for testing. Testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. It will be required that all clients receive pre-test counseling. Testing or refusal by a client to be tested shall be documented in the client record.

All clients testing positive for HIV, or self-reported as HIV positive, must receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director or the Executive Director, in the case where a program does not have a Medical Director, to refer the client to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center or to a qualified physician selected by the client and document that they were referred.

- J. The contractee (subcontractee) must ensure that clients found to be unemployed at intake will be referred for vocational testing to the County Department of Labor's One Stop career center or other appropriate agency. Client records must document referral, testing and follow-up.
- K. The contractee (subcontractee) must ensure that all counselors funded under this contract (subcontract) possess, or are actively pursuing, Certified Alcohol and Drug Counselor (CADC) certification. Until CADC certification is mandated, proof-of-course enrollment must be on file for those counseling staff not CADCs.
- L. The contractee (subcontractee) must ensure that the Medical Director and Clinic Physician are licensed and trained in accordance with applicable licensure standards and criteria. Medical Directors must have ASAM certification.
- M. The contractee (subcontractee), in providing direct treatment services, must designate the following personnel:
 - 1. Trained Infection Control Officer, certified in universal precautions, to:
 - a. educate staff, and.
 - b. assure program compliance, as required (Note: all treatment facilities must implement and post the Infection Control Guidelines for Drug Treatment Personnel and all treatment facilities must adhere to the TB Testing and Surveillance Guidelines).
 - 2. An appropriate staff person (for all agencies treating youth, or women and their dependent children) to assess and address issues relating to potential child abuse and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies.
 - 3. Staff member to coordinate/provide cultural competence/ sensitivity skills training annually to all staff; and appropriate staff to attend training sessions provided or

sponsored by the Department of Human Services (DHS) on ASI, ASAM - PPC II, and HIV counseling and testing.

4. A certified HIV Counselor to provide on-site HIV counseling and testing services. (HIV Counselor certification is issued by the DHSS/Division of HIV/AIDS Services).
- N. The contractee (subcontractee) shall provide all services under this contract (subcontract) in a smoke-free environment. All treatment planning shall include education on tobacco use. The contractee (subcontractee) shall work toward development of a tobacco-free program.
- O. The contractee (subcontractee) is prohibited from distributing hypodermic needles or syringes, e.g., implementing a “needle exchange” program.
- P. The contractee must ensure that current linkage or affiliation agreements with other agencies are maintained which support the referral of clients who have special needs or require ancillary services such as childcare, transportation, healthcare and other social service benefits. Such agreements must be documented in writing and, at a minimum, provide for the availability of mental health assessment and treatment, and medical evaluation.
- Q. Agencies must demonstrate progress towards achieving co-occurring capabilities as defined by SAMSHA.
- R. All DAS prevention/treatment contractees (subcontractees) are required to publicize the HOTLINE number via any/all marketing strategies (i.e., websites, marketing collateral-brochures/flyers/giveaways, etc.).
1. If a DAS funded prevention/treatment program is housed in a facility as an internal unit of an organization, such as a hospital, the HOTLINE number must be publicized at each entrance-way into the main facility.
 2. If a DAS funded prevention/treatment program is a “guest program” and utilizes space within a separate “host” organization, such as a school setting, they are required to publicize the HOTLINE number at each entrance-way into the main facility.

**ATTACHMENT B
BUDGET INFORMATION SUMMARY EXPENSE FORM
PAGE __ OF __**

Agency Name: _____
 Address: _____
 Phone: _____
 Chief Executive Officer: _____
 Prepared by: _____

Agency Federal I.D. # _____
 Charities Registration # _____
 Non-Profit ___ For-Profit ___ Public ___
 Budget Period _____ to _____
 Agency Fiscal Year End _____
 Date: _____

BUDGET CATEGORY	TOTAL	COUNTY	STATE	UNITED WAY	PRIV-ATE	O T H E R
A. PERSONNEL						
B. CONSULTANT/PROFESSIONAL FEES						
C. MATERIAL/SUPPLIES						
D. FACILITY COSTS						
E. SPECIFIC ASSISTANCE TO CLIENTS						
F. OTHER						

G. TOTAL OPERATING COSTS						
H. EQUIPMENT						
I. TOTAL COSTS						
J. LESS REVENUE						
K. NET COSTS						

**ATTACHMENT B
 CONTRACT EXPENSE DETAIL
 PERSONNEL
 PAGE __ OF __**

AGENCY NAME: _____
CONTRACT NUMBER: _____

Period Covered _____ to _____

BUDGET CATEGORY: PERSONNEL POSITION # & TITLE/NAME OF EMPLOYEE	HRS/ WEEK	TOT AL COS T	COUNTY	STATE	UNIT ED WAY	PRIVA TE	OTHER

**ATTACHMENT B
 BUDGET SUMMARY
 CONTRACT EXPENSE DETAIL
 OTHER THAN PERSONNEL
 PAGE ___ OF ___
 (Use Additional Pages As Needed)**

AGENCY NAME: _____
CONTRACT NUMBER: _____

Period Covered _____ to _____

BUDGET CATEGORY/ LINE ITEM	ITEMIZATION OF COST	TOTAL COST	COUNTY	STATE	UNITED WAY	PRIV- ATE	OTHER

**ATTACHMENT B
REVENUE
PAGE __ OF __
(Use Only If Applicable)**

AGENCY NAME:
CONTRACT NUMBER: _____
Period Covered _____ to _____

DESCRIPTION	TOTAL					

**ATTACHMENT B
COST OF EQUIPMENT
PAGE _ OF _**

AGENCY NAME: _____
CONTRACT NUMBER: _____

Period Covered _____ to _____

TYPE AND DESCRIPTION OF ITEM	ITEMIZATION OF COST	TOTAL COST	COLUMN 1 COUNTY	COLUMN 2 STATE	COLUMN 3 UNITED WAY	PRIVATE	COLUMN 4 OTHER

ATTACHMENT B
RELATED ORGANIZATION / SUBCONTRACTEES
PAGE _ OF _

AGENCY NAME: _____
CONTRACT NUMBER: _____

Period Covered _____ **to** _____

NAME OF RELATED ORGANIZATION (S)	TYPES OF SERVICES, FACILITIES AND/OR SUPPLIES FURNISHED BY THE RELATED ORGANIZATIONS	EXPLAIN RELATIONSHIP	COST	NAME OF PROGRAM AND COLUMN CHARGED

ATTACHMENT B

BUDGET NARRATIVE (Typed)

Please justify the need and cost calculation for each line item shown on your budget forms in a narrative format. Do not leave this section blank. Completion of this section is mandatory.