

SECTION I

State of New Jersey Department of Corrections Request For Proposal Residential Community Reintegration Program(s) General Information

1.0 **Purpose and Intent**

The New Jersey Department of Corrections (NJDOC) is requesting proposals from qualified Bidders to provide and operate performance-based Residential Community Reintegration Programs (RCRP) for Incarcerated Persons (IPs) under the terms and conditions outlined in this RFP. Proposals are sought for various types of RCRPs as outlined in Section I, 4.0 Program Description, which include:

Level 1 Facilities – RCRPs which operate as Assessment and Treatment Center(s) and are utilized as the first Facility placement in the continuum of care for male IPs.

Level 2 Facilities – RCRPs which operate as Correctional Treatment Programs for male IPs who have been assessed as medium to high risk for recidivism.

Level 3A Facilities – RCRPs which operate as Educational, Vocational Training and Work Release Programs for male IPs who have been assessed as a low risk for recidivism.

Specialized Level 3B Facilities – RCRPs that provide services specifically for male IPs who are enrolled in college courses and/or vocational school training with a work release component.

Specialized Level 3C Facilities – RCRPs that provide services specifically for male IPs who are 50+ years of age and participate in work release and/or vocational training.

Specialized Level 4 Facilities – RCRPs that operate as Gender Responsive Programs Serving Female IPs provide gender responsive services facilitated through a Trauma Informed Care approach. These programs offer a correctional treatment track and an educational, vocational training and work release program track to allow female IPs to be properly assigned in accordance with assessment results and treatment and program history.

Eligible IPs must be within 30 months of their parole and/or completion date, have satisfactory institutional adjustment records and have been deemed by the NJDOC to be appropriate for participation in a RCRP, pursuant to State law.

Pursuant to N.J.S.A. 30:4-91.2, a Contractor pursuant to this RFP must be a non-profit corporation or association. The non-profit Contractor may subcontract with a non-profit Subcontractor or a for-profit Subcontractor for the provision of services; however, all key decision makers and managers that oversee the Contract must be directly employed by the non-profit Contractor. These key decision makers and managers may not also work for a

Subcontractor in positions related to the work of this Contract or the subcontract between Contractor and the Subcontractor.

The NJDOC will award a two-year, Firm-Fixed Price Contract subject to the availability of funding and contingent upon annual re-certification of the Contractor's program by the NJDOC. The Contractor may be awarded an additional one-year contract extension based on performance in accordance with Section III, 2.2, Contract Extension (Award Term). If the Contractor is awarded this one-year extension, the contract term would be three years.

The NJDOC seeks proposals that offer bed space within the guidelines specified in Section I, 5.0, Statement of Need.

The Contractor shall be required to comply with all of the specifications, standards, terms and conditions in this RFP. In addition, the Contractor shall be required to:

- A.** Meet all standards related to the operation of Facilities for the provision of RCRP services to IPs as required by the Prison Rape Elimination Act (PREA).
 - 1.** Bidders who are RCRP contractors at the time this RFP is issued (current Contractors) shall maintain PREA compliance for the RCRP throughout the term of the Contract.
 - 2.** Any Bidders who are not RCRP Contractors at the time this RFP is issued (new Contractors), shall undergo a PREA audit and obtain PREA compliance by July 1, 2026.
- B.** Meet all standards related to the operation of facilities for the provision of RCRP services to IPs as required by the American Correctional Association (ACA) Performance-Based Standards for Adult Community Residential Services Fourth Edition (and any future revisions and supplements).
 - 1.** The NJDOC acknowledges that current Contractors will be ACA accredited at the time of bid submission. ACA accreditation was mandated as a contractual requirement during the July 1, 2013 – June 30, 2016 contract period.
 - 2.** Any new Contractors will be required to enter into the initial ACA accreditation process by beginning the applicant status phase within 90 Calendar days of the contract commencement date. This 90-day period is allocated to allow new Contractors to request a pre-accreditation assessment, if need is determined by the Contractor. Accreditation must be obtained within 18 months of contract award.
 - 3.** All Contractors will be required to maintain ACA accreditation throughout the term of the Contract.
- C.** During a pandemic as determined or declared by the U.S. Centers for Disease Control and Prevention (CDC), comply with Executive Orders and directives

issued by the NJDOC for mitigation of harm due to the pandemic to IPs and RCRP and NJDOC staff.

- D.** Meet all codes, laws, rules, regulations and standards related to the operation of facilities for the provision of the RCRP services to IPs as required by the NJDOC's Statement of Work as included in this RFP. Annual sanitation and fire inspections by applicable local or State departments are required to ensure Facility safety in the provision of RCRP services and are required under this paragraph.
- E.** Implement evidence-based principles and practices in the provision of RCRP services to IPs as set forth in Section I, 4.3.
- F.** Respond as specified within the time frames stated in this RFP, to directives issued during the contract period or other written and/or oral instructions of the Office of Community Programs (OCP) within the NJDOCs' Division of Programs and Reintegration Services.
- G.** Comply with N.J.A.C. 8:111 (2021) Standards for Licensure of Residential Substance Use Disorders Treatment Facilities for licensed outpatient level of care substance use disorder treatment services to IPs in the Facility. This is applicable to Correctional Treatment Programs – Level 2 and Gender Responsive Programs Serving Female IPs – Specialized Level 4 Facilities. These standards are available at:

[New Jersey Administrative Code | Chapter 111 - STANDARDS FOR LICENSURE OF RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT FACILITIES | Casetext](#)

1. Any new Contractors of RCRP Correctional Treatment Programs or Gender Responsive Programs Serving Female IPs will be required to obtain licensure by the New Jersey Department of Health (NJDOH), Division of Certificate of Need and Licensing, Office of Licensing, within 12 months of contract award to offer licensed outpatient level of care substance use disorder treatment services to IPs in the Facility.
2. All Contractors of RCRP Correctional Treatment Programs or Gender Responsive Programs Serving Female IPs will be required to annually renew licensing by the NJDOH, Division of Certificate of Need and Licensing, Office of Licensing throughout the term of the Contract for licensed outpatient level of care substance use disorder treatment services.
3. In the event the NJDOH no longer regulates substance use disorder treatment services within the NJDOCs' contracted-RCRPs, the NJDOC will provide written notification to the Contractor advising that facility licensure for outpatient level of care is not required. All substance use treatment services and mental health treatment services must be provided by NJ licensed professionals.

2.0 Background

The NJDOC was created in 1976 when a prior department overseeing all types of institutions was eliminated. The NJDOC is responsible for the care, custody, and confinement of adult IPs sentenced to terms of one year or more under its jurisdiction. The NJDOC currently operates 9 correctional facilities. Mid-State Correctional Facility (MSCF) offers the first licensed substance use disorder treatment program provided by the NJDOC. The Department's responsibilities are reflected in the mission statements for the NJDOC and the Division of Programs and Reintegration Services.

A. NJDOC Mission Statement

The mission of the NJDOC is advancing public safety and promoting successful reintegration in a dignified, safe, secure, rehabilitative, and gender-informed environment, supported by a professional, trained, and diverse workforce, enhanced by community engagement.

B. Division of Programs and Reintegration Services Mission Overview

The Division of Programs and Reintegration Services enhances public safety through the development, coordination, administration and delivery of institutional and community-based programs and services. The Division provides institutional and community-based programs including academic and career technical education, library (lending and law) services, chaplaincy services, victim and trauma services, NJLEAD reentry support, and program services. Other specialized services include serving as a liaison to crime victims, victim service providers and allied professionals on matters related to services and support for victims of crime, relative to the offenders in the NJDOC. Additionally, to provide the IPs preparing for release with a gradual and supported transition from corrections to the community, the Division contracts with private and non-profit providers throughout the State to provide community-based residential programs for treatment, education, vocational training and work release.

C. NJDOC Goals and Objectives

1. To protect the public;
2. To enhance safety within institutions;
3. To manage New Jersey's IPs;
4. To expand treatment, rehabilitation and re-entry services; and
5. To make academic and educational gains.

3.0 New Jersey Statutes Annotated (N.J.S.A.) Title 30:4-91.2

Pursuant to N.J.S.A. 30:4-91.2, the Commissioner or their duly authorized agent, may designate as a place of confinement any available, suitable, and appropriate institution or

Facility, whether owned by the State or otherwise, and may at any time transfer a person from one place of confinement to another. The word "Facility" shall include private non-profit community-based residential treatment centers that provide for the care, custody, subsistence, education, training and welfare of IPs. Any such private non-profit community-based residential treatment center must be certified annually by the Commissioner as a secure and appropriately supervised place of confinement.

Any RCRP provider's site that is selected pursuant to this RFP will be designated as a place of confinement under N.J.S.A. 30:4-91.2. This designation may be revoked if the RCRP provider's Contract is terminated.

4.0 Program Description

To effectively transition IPs back into the community, the NJDOC will employ a "step-down" reentry process whereby male IPs will typically be assigned first to an Assessment and Treatment Center. At the Assessment and Treatment Center, the IP will receive comprehensive assessments that provide a clinical basis for determining the type of RCRP (i.e. correctional treatment or educational, vocational training and work release program) assignment that will best meet his risk and needs. Treatment and aftercare plans shall be developed based on the IP's risk and need factors. Female IPs will receive comprehensive assessments for the purpose of RCRP participation at Edna Mahan Correctional Facility (EMCF).

The Department recognizes the need for IPs to have the opportunity to reintegrate back into society through a continuum of care that will ensure they have their rehabilitation and reentry needs addressed, an opportunity to obtain education and training that leads to viable employment, and/or assistance with obtaining and retaining employment. Viable employment allows the IP to save money for release and pay fines, restitution, and pay child support. The NJDOC contracts with various programs to meet the returning IPs myriad of needs. The opportunity to strengthen family ties and connect with local community programs and resources is an invaluable part of RCRP services.

4.1 Residential Community Reintegration Program Structure

The NJDOC, Division of Programs and Reintegration Services, is committed to the safe and effective reentry of eligible and appropriate IPs by RCRPs that utilize evidence-based practice in collaboration with community and criminal justice partners. To ensure an effective continuum of care for pre-release IPs who are eligible and appropriate for community release, the NJDOC will utilize the following types of RCRPs.

A. Assessment and Treatment Centers – Level 1 Facilities – Male IPs Only

Male IPs assigned to an RCRP will typically be assigned first to an Assessment and Treatment Center where they will receive a comprehensive assessment and an introduction to treatment, as indicated. Based on the comprehensive assessment, the Assessment and Treatment Center(s) will provide a recommendation for the IP's assignment to a Correctional Treatment (Level 2 Facility) or Educational, Vocational Training and Work Release Program (Level 3A or Specialized Level 3B or 3C

Facility) that is based on the IP's identified recidivism risk level and criminogenic needs. The Assessment and Treatment Center shall assess the IP to create an individualized treatment plan resulting from the IP's active participation. The treatment plan shall reflect each IP's unique individual needs, goals, and strengths to ensure the appropriate level of care. Treatment plans should be reviewed and, if necessary, revised to accommodate the individual needs of each IP.

The Assessment and Treatment Center(s) may also recommend the IP be returned to the Regional Institution if the assessments indicate that the IP is not an appropriate candidate for community release. Following approval by the Institutional Classification Committee, the NJDOCs' Office of Community Programs (OCP) is responsible for the ultimate decision regarding IP participation in an RCRP.

Participation in the Assessment and Treatment Center(s) will differ for IPs who transfer from a NJDOC correctional facility versus those IPs who complete licensed substance use disorder treatment at MSCF, as described below.

1. IPs who transfer from NJDOC correctional facilities other than MSCF licensed substance use disorder treatment

The average length of stay at an Assessment and Treatment Center will be 45 days, except in special circumstances as determined by the NJDOC. The length of time that an IP spends at the Assessment and Treatment Center depends upon the IP's assessment needs, the length of time until parole or completion of sentence, and the availability of bed space at the assigned RCRP. Length of stay beyond 45 days will require special circumstances be identified as outlined in Directive No. PCS-2024-4 Unauthorized Electronic Devices at RCRPs (Exhibit 2024-4) and specific review and approval by the OCP.

During the first 30 days at the Assessment and Treatment Center, all IPs shall receive comprehensive evidence-based assessments utilizing a validated risk assessment tool. Additional assessments that focus on the IP's risk and needs, employment/vocational status, substance use disorder history and patterns of use, family and social relationships, domestic violence history and motivation and readiness for a crime-free lifestyle shall be performed during this 30-day period. Additional assessments that focus on identified specific needs shall be provided as indicated. A treatment plan will be prepared based on the assessments, the IP's history, and the IP's observed behavior while at the Assessment and Treatment Center. The treatment plan shall focus on the IP's assessed recidivism risk level and criminogenic needs.

In the rare instance that an IP will be paroled or be released at maximum expiration of sentence from an Assessment and Treatment Center, developing a Discharge Plan is required. Discharge planning should commence within 3 Business days of the assessment's completion and be finalized for all IPs who will be paroled, complete their sentence, or return to the Regional Institution in preparation for parole directly from the Regional Institution. The Discharge Plan shall meet the Discharge Plan requirements as noted in Section II, 7.19, Discharge/Aftercare Plan and the Fair Release and Reentry Act (FRARA) Packet.

The next 15 Calendar days shall be utilized to provide an introduction to treatment, as indicated, or the provision of treatment for specific criminogenic needs as identified through the assessment process. Treatment shall include individual, group counseling, substance use education, anger management, parenting, and other treatment groups as appropriate based on the IP's identified needs. If a need for additional specific assessments is indicated in the initial assessment process, those assessments will be performed during this time period.

The Assessment and Treatment Center shall make a recommendation for the subsequent RCRP assignment to the Assessment Center Classification Committee based, in large part, on the assessed recidivism risk level and the identified criminogenic needs of each IP. The Assessment and Treatment Center shall forward the IP records and any additional assessments and documentation, including all assessments that were performed, test results, and treatment plans to the designated RCRP with the IP.

2. IPs who transfer from MSCF upon completion of licensed substance use disorder treatment

The average length of stay at an Assessment and Treatment Center will be 30 days, except in special circumstances as determined by the NJDOC. The length of time that an IP spends at the Assessment and Treatment Center is dependent upon his assessment needs, the length of time until his parole or completion of sentence, and the availability of bed space at the assigned RCRP. Length of stay beyond 30 days will require special circumstances be identified as outlined in Directive No. PCS-2024-4 Unauthorized Electronic Devices at RCRPs (Exhibit 2024-4) and specific review and approval by the OCP.

During the first 15 days at the Assessment and Treatment Center, all IPs shall receive comprehensive evidence-based assessments utilizing a validated risk assessment tool. Additional assessments that focus on the IP's risk and needs, employment/vocational status, substance use disorder history and patterns of use, family and social relationships, domestic violence history and motivation and readiness for a crime-free lifestyle shall be performed during this 15-day period. Additional assessments that focus on identified specific needs shall be provided as indicated. A treatment plan will be prepared based on the assessments, the IP's history, and the IP's observed behavior while at the Assessment and Treatment Center. The treatment plan shall focus on the IP's assessed recidivism risk level and criminogenic needs.

In the rare instance that an IP will parole or be released at maximum expiration of sentence from an Assessment and Treatment Center, the development of a Discharge Plan is required. Discharge planning should commence within 3 business days of completion of the assessment and be finalized for all IPs who will parole, complete his sentence, or return to the Regional Institution in preparation for parole directly from the Regional Institution. The Discharge Plan shall meet the Discharge Plan requirements as noted in Section II, 7.19, Discharge/Aftercare Plan and the Fair Release and Reentry Act (FRARA) Packet.

The next 15 days shall be utilized to provide a continuation to treatment, as indicated, or the provision of treatment for specific criminogenic needs as identified through the assessment process. Treatment shall include individual counseling, group counseling, substance use education, anger management, parenting, and other treatment groups as determined appropriate based on the IP's identified needs. If a need for additional specific assessments is indicated in the initial assessment process, those assessments will be performed during this time period.

The Assessment and Treatment Center shall make a recommendation for the subsequent RCRP assignment to the Assessment Center Classification Committee based, in large part, on the assessed recidivism risk level and the identified criminogenic needs of each IP. The Assessment and Treatment Center shall forward the IP records and any additional assessments and documentation, including all assessments that were performed, test results, and treatment plans to the designated RCRP with the IP.

B. Correctional Treatment Programs – Level 2 Facilities – Male IPs Only

Correctional Treatment Programs are appropriate for IPs who have been assessed as a medium to high level risk of recidivism through the comprehensive assessment process, including a reliable and valid needs assessment tool. Male IPs assigned to a Correctional Treatment Program shall be provided with treatment that is driven by their assessed criminogenic needs and shall be engaged in structured activities for a *minimum* of six hours a day, five days per week throughout the duration of the treatment phase. Treatment shall continue to be provided when an IP enters the work release phase. Each IP's treatment plan shall be reevaluated when entering the work release phase. The minimum assessment driven services available for IPs in Level 2 facilities are listed in Section II, 7.6 Components of Screening Assessment, and Assessment Driven Services. The Discharge Plan shall meet the Discharge Plan requirements as noted in Section II, 8.19, Discharge/Aftercare Plan.

Phase I – Orientation

The orientation phase (Phase I) at Level 2 Facilities shall not exceed 15 days, dependent upon the IP's ability and willingness to meet the goals of this phase. The Contractor shall utilize the assessments that were performed and the treatment plan that was developed at the Assessment and Treatment Center to develop the initial treatment plan. The Contractor may choose to utilize additional assessment tools that focus on identified specific needs to assist in the continuing development of the IP's treatment plan. The treatment plan shall address any identified criminogenic needs.

Phase II A – Designated for IPs who transfer from NJDOC correctional facilities other than MSCF licensed outpatient substance use disorder treatment

The treatment phase (Phase II A) of the program may last up to 60 days, depending on the IP's progress in treatment; additionally, it is the NJDOCs' expectation that all IPs will begin receiving work readiness, and other skill building classes within that same time period. It is recommended that IPs be prepared to begin work release

search and/or community education opportunities no later than three months after arriving at the Correctional Treatment Program to ensure that they are adequately prepared for reentry. Length of treatment beyond 60 days will require special circumstances be identified as outlined in NJDOC Directive No. PCS-2024-4 Unauthorized Electronic Devices at RCRPs (Exhibit 2024-4) and specific review and approval by the OCP.

Phase II B – Designated for IP transfers from MSCF upon completion of licensed substance use disorder programming

The treatment phase (Phase II B) of the program should last up to 30 days, depending on the IP's progress in treatment; additionally, it is the NJDOCs' expectation that all IPs will begin receiving work readiness, and other skill building classes within that same time period. It is required that IPs be prepared to begin work release search and/or community education opportunities no later than 45 days after arriving at the Correctional Treatment Program to ensure that they are adequately prepared for reentry. Length of treatment beyond 30 days will require special circumstances be identified as outlined in NJDOC Directive No. PCS-2024-4 Unauthorized Electronic Devices at RCRPs (Exhibit 2024-4) and specific review and approval by the OCP.

Phase III – Educational, Vocational Training, and Work Release with a continued correctional treatment support structure

The Contractor shall assist the IP in obtaining authorized employment and/or Educational Programs in the community, while continuing to ensure that the IP's correctional treatment needs are met. IPs shall be permitted to attend academic school, vocational training or work in the following combinations: 1) Part-time academic school or vocational training and part-time employment; 2) Part-time academic school or vocational training and full-time employment; or 3) Full-time academic school or vocational training and part-time employment. Time out of the Facility may not exceed 12 hours without OCP approval of a variance.

During this phase, the IP shall receive case management services to assess and make available supportive recovery services to refrain from prohibited substance use as new challenges arise in the community.

C. Educational, Vocational Training and Work Release Programs – Level 3A Facilities – Male IPs Only

These programs are appropriate for IPs identified as a low risk for recidivism and limited criminogenic treatment needs. The emphasis of Educational, Vocational Training and Work Release Programs is employment and/or preparation for employment through education. The NJDOC anticipates that other program services to meet the specific needs of the IPs and reconnection to the community and family will be provided in conjunction with the primary services for employment and/or education and vocational training. The minimum assessment driven services available for IPs in Level 3A facilities are listed in Section II, 7.6 Components of Screening Assessment, and Assessment Driven Services. The Discharge Plan shall

meet the Discharge Plan requirements as noted in Section II, 7.19, Discharge/Aftercare Plan and the Fair Reentry and Release (FRARA) Packet.

Phase I - Orientation

The Orientation Phase (Phase I) for Work Release Programs at Level 3A Facilities shall not exceed 15 days, dependent upon the IP's ability and willingness to meet the goals of this phase. The Contractor shall utilize the assessments that were performed and the treatment plan that was developed at the Assessment and Treatment Center to develop the initial treatment plan. The treatment plan shall address any identified criminogenic needs.

Phase II – Educational, Vocational Training and Work Release

During the educational, vocational training and work release phase (Phase II) of a Level 3A Facility, the Contractor shall make every effort to assist the IP to obtain authorized employment and/or Educational Programs in the community. IPs shall be permitted to attend academic school, vocational training or work in the following combinations: 1) Part-time academic school or vocational training and part-time employment; 2) Part-time academic school or vocational training and full-time employment; or 3) Full-time academic school or vocational training and part-time employment. Time out of the Facility may not exceed 12 hours without OCP approval of a variance.

During this phase, the IP shall receive case management services to assess and make available supportive recovery services to refrain from prohibited substance use as new challenges arise in the community.

D. Specialized Level 3B Facilities – Male IPs only

These programs are appropriate for a sub-set of IPs, who are RCRP eligible, for whom the Contractor proposes to specialize. Proposals must address the specifications of a Level 3A Facility as outlined above and in addition propose specialized services to be delivered. Specialized services are targeted to the following sub-set IP population(s):

1. Specialized Level 3B Facilities – RCRPs that provide services specifically for male IPs enrolled in college courses and/or vocational training school with a work release component. There is no age restriction on the male IPs who are pursuing education and employment who may reside at these Facilities. These Facilities will receive male IPs who attended college or vocational training while assigned to a NJDOC correctional facility and express an interest in continuing education as a primary treatment goal. Other IPs who will be transferred to Specialized Level 3B Facilities will not have attended college or vocational training while in NJDOC custody, but expressed an interest in attending college or vocational training school due to prior attendance in the community or consideration of a new goal. IPs will be identified through assessment, treatment planning, and classification

processes at the Assessment and Treatment Center(s). Specifications include the following:

- a. Develop and maintain a network of academic schools, vocational training programs and employment sites that will allow RCRP personnel to assist IPs in securing academic and/or vocational school placement in conjunction with employment. Employment sites at which employment hours can increase or decrease with changes in semester course work are ideal i.e. allow the IP student to work additional hours during the summer months.
- b. Collaborate with the NJDOCs' New Jersey Scholarship and Transformative Education in Prisons (NJ-STEP) higher education institution partners.
- c. Identify and assign specific RCRP personnel or managers as the liaisons to particular colleges and vocational schools to aid the development of collaborative relationships and effective communication.
- d. Provide sufficient staffing in the Facility computer lab to accommodate supervised IP student use of the lab for remote classroom instruction and completion of homework assignments outside of class time.
- e. Design the program to be conducive to successful educational and vocational outcomes for IP students i.e. sufficient Facility computer lab hours to accommodate the number of students in the Facility, house IP students together by college/vocational school cohort.
- f. Schedule routine college and vocational school open houses as available and/or prepare college and vocational school overviews facilitated in house by RCRP personnel.
- g. Institute an enhanced system of IP student accountability while attending classes on college or vocational school campuses with minimal disruption to class participation.
- h. Offer special incentives for high academic or vocational school achievement through treatment planning and case management.
- i. Address continuation of academic and vocational school attendance concerns and challenges in discharge planning i.e. alternate community college transfer.

Bidders that propose to operate Specialized Level 3B Facilities should already have established partnerships with key providers to ensure availability of services to the target population. It is anticipated that during the term of a contract award that Contractors of Specialized Level 3B Facilities will continue to develop and expand partnerships in an ongoing effort to meet or exceed their proposed outcome measures and discharge planning needs of the IPs.

Bidders that propose to operate Specialized Level 3B Facilities should include in their proposal the current status of partnerships or anticipated partnerships.

E. Specialized Level 3C Facilities – Male IPs only

These programs are appropriate for a sub-set of IPs, who are RCRP eligible, for whom the Contractor proposes to specialize. Proposals must address the specifications of a Level 3A Facility as outlined above and in addition propose specialized services to be delivered. Specialized services are targeted to the following sub-set IP population(s):

1. Specialized Level 3C Facilities – RCRPs that provide specialized services specifically for male IPs who are 50+ years of age and participate in work release and/or vocational training or as deemed appropriate by NJDOC. These specialized Facilities will receive a combination of male IPs who are employable without vocational training, male IPs in need of vocational training for additional career skill development, and male IPs who collect benefits and need the transitional services offered through the program for successful community reintegration. These specialized Facilities are not intended to serve as palliative care programs. Specifications include the following:
 - a. Facilities shall be single bunked.
 - b. Design the program to address the unique needs of the aging IP population including health concerns, extensive criminal history and/or lengthy period of incarceration, family disconnect and significant need to establish savings as independent living is often necessary upon release.
 - c. Identify and develop linkages to employment opportunities that represent the unique needs of older persons returning to the workforce.
 - d. Refer IPs to educational and vocational opportunities that represent the career interests of the older IPs.
 - e. Provide staff training and development in the understanding and provision of resources for the older IP population.
 - f. Plan transportation that considers mobility impairments, as applicable.
 - g. Incorporate a strong focus on assistance with family reintegration due to alienation from family and friends during longer criminal history.
 - h. Provide living skills classes i.e. preparing a budget, how to complete a housing application, acclimating to modern technology, chronic disease self-management.
 - i. Offer sufficient recreational opportunities for both IPs with no physical limitations and IPs with mobility impairments.
 - j. Demonstrate ability to successfully address discharge planning and community resource linkages for follow-up medical care.

Bidders that propose to operate Specialized Level 3C Facilities should already have established partnerships with key providers to ensure availability of services to the target population. It is anticipated that during the term of a contract award that Contractors of Specialized Level 3C Facilities will continue to develop and expand

partnerships in an ongoing effort to meet or exceed their proposed outcome measures and discharge planning needs of the IPs.

Bidders that propose to operate Specialized Level 3C Facilities should include in their proposal the current status of partnerships or anticipated partnerships.

F. Specialized Level 4 Facilities – Female IPs only

Specialized Level 4 Facilities are RCRPs that operate as Gender Responsive Programs Serving Female IPs to provide gender responsive services facilitated through a Trauma Informed Care approach. These programs offer a correctional treatment track and educational, vocational training and work release program tracks to allow female IPs to be properly assigned in accordance with assessment results and treatment and program history.

In Specialized Level 4 Facilities, the multi-faceted needs of female IPs shall be addressed through evidence-based gender-responsive programs and case management. Services shall be based on a quality-of-care framework and place the IP's individual needs at the center of programming and service delivery. The Contractor shall be aware of how gender norms affect the lives of female IPs and their successful program participation, as well as how the Contractor's attitudes toward gender equality can affect their interactions with the female IPs.

A Trauma Informed Care (TIC) approach shall be utilized in these Facilities through understanding the impact of trauma and aiming to ensure the environment and services are welcoming and engaging for female IPs and their children. The Contractor shall demonstrate: 1) an awareness of the prevalence of trauma, 2) an understanding of the impact of trauma on physical, emotional, and mental health as well as on behaviors and engagement in services; and 3) an understanding of the potential risk of re-traumatizing individuals when staff are not trained in TIC. The Contractor shall provide all trauma informed programs, interventions, and therapeutic services that aim to treat the symptoms or conditions resulting from a traumatizing event(s).

These specialized Facilities will receive female IPs directly from Edna Mahan Correctional Facility (EMCF) who have been classified for community release through the NJDOC. The treatment and program history will be provided to the Contractor upon the IP's transfer to the Specialized Level 4 Facility.

1. Track 1 – Correctional Treatment

Specialized Level 4 Facilities shall be designed to offer correctional treatment for IPs who did not participate in licensed substance use disorder treatment programming at EMCF, but whose assessment results demonstrate a need for treatment. Female IPs assigned to Track 1 - Correctional Treatment shall be provided with treatment that is driven by their assessed criminogenic needs and shall be engaged in structured activities for a *minimum* of six hours a day, five days per week throughout the duration of the treatment phase. Each IP's treatment plan shall be reevaluated when entering the educational, vocational

training and work release phase and supportive services shall be available. The minimum assessment driven services available for IPs in Specialized Level 4 Facilities are listed in Section II, 7.6 Components of Assessment Screening Assessment, and Assessment Driven Services. The Discharge Plan shall meet the requirements as noted in Section II, 7.9 Discharge/Aftercare Plan and Fair Reentry and Release (FRARA) Packet.

Phase I – Orientation

The orientation phase (Phase I) at Specialized Level 4 Facilities shall be a minimum of 30 days. The Contractor shall utilize the assessments performed and the treatment plan developed at EMCF to develop the initial treatment plan. The Contractor shall utilize additional assessment tools that focus on identified specific needs to assist in the continuing development of the IP's treatment plan. The treatment plan shall address any identified criminogenic needs.

The 30-day minimum orientation period may be extended for an additional 30 days based on the Contractor's reassessment of the IP's ability and willingness to meet the goals of this phase. If the IP's community program adjustment does not improve within the 30-day extension of Phase I, the Contractor shall request a case conference review with an OCP supervisor to assess the appropriateness of the IP remaining at the RCRP or being returned to EMCF.

Phase II – Treatment

The treatment phase (Phase II) of the program may last up to 60 days, depending on the IP's progress in treatment; additionally, the NJDOCs' expectation that all IPs will begin receiving work readiness, and other skill building classes within that same time. It is recommended that IPs be prepared to begin work release search and/or community education opportunities no later than three months after arriving at the Facility to ensure they are adequately prepared for reentry. Length of treatment beyond 60 days will require special circumstances be identified as outlined in NJDOC Directive No. PCS-2024-4 Unauthorized Electronic Devices at RCRPs (Exhibit 2024-4) and specific review and approval by the OCP.

Phase III – Educational, Vocational Training, and Work Release with Supportive Recovery Services

The Contractor shall assist the IP in obtaining authorized employment and/or educational/vocational opportunities in the community. IPs shall be permitted to attend academic school, vocational training or work in the following combinations: 1) Part-time academic school or vocational training and part-time employment; 2) Part-time academic school or vocational training and full-time employment; or 3) Full-time academic school or vocational training and part-time employment. Time out of the Facility may not exceed 12 hours without OCP approval of a variance.

During this phase, the IP shall receive case management services to assess and make available supportive recovery services to refrain from prohibited substance use as new challenges arise in the community.

2. Track 2 – Educational, Vocational Training, and Work Release Programming

Specialized Level 4 Facilities shall be designed to allow IPs to enter Track 2 – Educational, Vocational Training, and Work Release Programming due to completion of licensed substance use disorder treatment at EMCF or limited criminogenic treatment needs. Educational, vocational training and work release programming emphasizes employment and/or preparation for employment through education. The NJDOC anticipates that other program services to meet the specific needs of the IPs, facilitate reconnection to the community and family, and support recovery, will be provided in conjunction with primary services for employment and/or education and vocational training.

Phase I - Orientation

The orientation phase (Phase I) shall be a minimum of 30 days. The Contractor shall utilize the assessments that were performed and the treatment plan that was developed at EMCF to develop the initial treatment plan. The Contractor shall utilize additional assessment tools that focus on identified specific needs to assist in the continuing development of the IP's treatment plan. The treatment plan shall address any identified criminogenic needs.

The 30-day minimum orientation period may be extended for an additional 30 days based upon the Contractor's reassessment of the IP's ability and willingness to meet the goals of this phase. If the IP's community program adjustment does not improve within the 30-day extension of Phase I, the Contractor shall request a case conference review with an OCP supervisor to assess the appropriateness of the IP remaining at the RCRP or being returned to EMCF.

Phase II – Educational, Vocational Training and Work Release

During the educational, vocational training and work release phase (Phase II), the Contractor shall make every effort to assist the IP in obtaining authorized employment and/or educational/vocational training in the community. IPs shall be permitted to attend academic school, vocational training or work in the following combinations: 1) Part-time academic school or vocational training and part-time employment; 2) Part-time academic school or vocational training and full-time employment; or 3) Full-time academic school or vocational training and part-time employment. Time out of the Facility may not exceed 12 hours without OCP approval of a variance.

During this phase, the IP shall receive case management services to assess and make available supportive recovery services, as needed, to refrain from prohibited substance use as new challenges arise in the community. The Contractor shall provide programming that meets the IP's criminogenic needs as indicated. The minimum assessment driven services available for IPs in Specialized Level 4 facilities are listed in Section II, 7.6 Components of Screening Assessment, and Assessment Driven Services. The Discharge Plan shall meet the requirements as noted in Section II, 7.19, Discharge/Aftercare Plan and Fair Reentry and Release (FRARA) Packet.

3. Specifications for Specialized Level 4 Facilities

The Contractor is required to incorporate the specifications listed below to meet the requirements of the Gender Responsive Programs for Female IPs.

- a. Provide annual staff training in trauma-informed gender-responsive care and programming. Staff training shall be facilitated through an evidence-based or best practices curriculum.
- b. Utilize gender responsive screening and needs assessments and assessment driven services.
- c. Structure programming, parenting skills, visitation and recreational activities that emphasizes the importance of children in the lives of female IPs.
- d. Identify and link female IPs to vocational training and employment opportunities that allow quality employment and sufficient single income to be maintained post-release so the female IP can live independently with her children.
- e. Maintain a Memorandum of Agreement with an agency and/or private practitioner licensed and/or certified and specializes in domestic violence counseling and supportive services, as needed.
- f. Maintain a staff inclusive of personnel who support and understand the uniqueness of the gender identity and expression of transgender women.
- g. Provide individual and group counseling facilitated by a licensed counselor, social worker, or psychologist.
- h. Permit attendance at in-house or local recovery support groups.
- i. Maintain adequate staffing levels that will allow for realistic facilitation and access to the specialized and required scope of work services i.e. additional case managers for discharge planning or family service specialists may be required.
- j. Provide living skills classes i.e. preparing a budget, how to complete a housing application and meal planning.
- k. Develop a staffing pattern with consideration that male accountability staff will be restricted from some duties i.e. touring sleeping units and restrooms, and conducting pat searches.

Bidders that propose to operate Specialized Level 4 Facilities should already have established partnerships with key providers to ensure the availability of services to the target population. It is anticipated that during the term of a contract award

Contractors of Specialized Level 4 Facilities will continue to develop and expand partnerships in an ongoing effort to meet or exceed their proposed outcome measures and discharge planning needs of the IPs.

Bidders that propose to operate Specialized Level 4 Facilities should include in their proposal the current status of partnerships or anticipated partnerships.

The proposed specialized services that will fulfill the specifications of any of the three specialized programs outlined in Section I, 4.0 Program Description must be identified in the Bidder's Part 1 Technical Proposal general approach and detailed plan for completing the tasks and sub-tasks required by the Statement of Work, as applicable. For example, a Bidder's proposal to operate a Gender Responsive Program for Female IPs should identify specialized gender responsive screening and needs assessments and assessment driven services in response to Section II, 7.6 Components of Screening Assessment, and Assessment Driven Services.

4.2 Program Services

Program services in all phases and levels shall be tailored to meet the individual risk and needs factors of IPs. However, treatment, job readiness skills, employment counseling, education, and vocational programs are anticipated to be the primary components of the IP's treatment plan. Services shall also address cognitive skills development, anger and aggression management, certified domestic violence counseling, reestablishment of family connections, parenting skills, and a thorough review of parenting issues/concerns.

Contractors shall be responsible for preparing the IPs for reintegration into the community from the time they enter the RCRP until their release into the community. Discharge planning begins with an initial assessment to identify strengths and needs. This plan includes action steps with measurable outcomes, services and programming at the RCRP and community referrals.

The initial discharge plan shall determine if the IP has credentials including a social security card, birth certificate and NJ Motor Vehicle Commission (MVC) Non-driver Photo ID Card. When an IP is missing an ID credential, the RCRP shall assist with established procedures.

RCRP discharge plans shall address post-release needs, including but not limited to housing, benefits, employment and education. Each discharge plan shall offer IPs assistance in completing applications for the Affordable Care Act (ACA), Workforce New Jersey (WFNJ) and General Assistance (GA), and Supplemental Nutrition Assistance Program (SNAP). The IPs' acceptance or denial of all offered assistance shall be documented via a signed interview form.

4.3 Principles of Evidence-Based Practice

The NJDOC seeks Contractors that are committed to the implementation of evidence-based practice in the RCRPs, as identified below:

1. Risk Screening and needs assessment

- a. Provide formal training for staff for those who administer the screening and assessment.
- b. Utilize screening and assessment tools that focus on dynamic and static risk factors, profile criminogenic needs, and have been validated on similar populations.
- c. Develop detailed and accurate written procedures to support the screening and assessments.
- d. Gather and record informal case information through routine interactions with and observations of IPs to reinforce the formal assessments. Re-administer assessments and/or revise treatment plans when observations of IPs are not consistent with earlier assessments.
- e. Develop and maintain a complete system of ongoing risk screening and needs assessment. Reliable and valid assessment is essential for effectively supervising and treating IPs.

2. Enhance Intrinsic Motivation

Staff should be trained to utilize interpersonal sensitive and constructive behaviors to enhance each IP's intrinsic motivation. Records of staff's formal training on intrinsic motivation shall be maintained. Intrinsic motivation is essential for lasting change. The Contractor shall utilize motivational interviewing techniques to assist IPs in overcoming ambivalence regarding behavioral changes.

3. Target Interventions

- a. Risk Principle: Prioritize supervision and treatment resources for higher risk IPs.
- b. Need Principle: Target interventions to criminogenic needs.
- c. Responsivity Principle: Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
- d. Medium to high risk IPs should participate in structured activities for 6-10 hours of a day, five days per week throughout their duration at the RCRP and in accordance with their treatment plans .
- e. Treatment Principle: Integrate treatment into the full sentence requirements.
- f. Utilize cognitive-behavioral strategies and programming. Provide sufficient training to all staff to ensure that they understand and regularly model behavior for social learning, and utilize appropriate communication techniques in all aspects of program implementation.

- g. **Increase Positive Reinforcement:** Provide sufficient training to all staff to ensure they understand and regularly utilize positive reinforcement when possible; research indicates that a ratio of four positives for each negative reinforcement is optimal for promoting behavioral changes. Nonetheless, negative and unacceptable behavior must be dealt with swiftly and uniformly.
- h. **Measure Relevant Processes/Practices:** Maintain accurate and detailed documentation of case information and a formal and valid mechanism for measuring outcomes. Routinely assess change in cognitive and skill development and evaluate IP recidivism. Evaluate staff performance to ensure greater fidelity to program design, service delivery principles, and outcomes.
- i. **Provide Measurement Feedback:** Utilize outcomes to monitor current practices and change. Monitor delivery of services and fidelity to procedures to build accountability and help to maintain integrity to the agency's mission. Seek to improve outcomes, with the ultimate goal of reduced recidivism.

5.0 Statement of Need

State prisons are managed with a primary focus on safety and security for community citizens and IPs. IPs who are housed in State prisons do not have access to the community and are therefore limited in their opportunities to gain economic stability during their rehabilitation. Collaborative partnerships with Residential Community Reintegration Programs (RCRPs) providers are essential for implementing a full continuum of rehabilitative and reentry services. RCRPs can allow IPs to successfully access services and employment in the community, while maintaining accountability, by adhering to the scope of work outlined in this Request For Proposals.

The NJDOC has experienced a population decline. As such, the number of RCRP beds has decreased accordingly. Through Request For Proposals for Residential Community Reintegration Program(s) Services PCS-2019, contracts effective January 1, 2020 of state fiscal year 2020, were awarded for a total of 2,292 beds. The bed allocation was as follows:

- Assessment and Treatment – 500
- Correctional Treatment Programs for male IPs– 1,272
- Correctional Treatment Programs for female IPs - 90
- Educational, vocational training and work release programs – 430

In state fiscal year 2021, a reduction in the budget appropriation resulted in a decrease in contract beds, resulting in a reduced total of 2,073 beds. The bed allocation was as follows:

- Assessment and Treatment – 350
- Correctional Treatment Programs for male IPs– 1,210
- Correctional Treatment Programs for female IPs - 90

- Educational, vocational training and work release programs – 423

Currently, the NJDOC contracts with 5 non-profit providers that operate 11 RCRP locations throughout the State for a total of 1,033 beds. The bed allocation is as follows:

- Assessment and Treatment – 149
- Correctional Treatment Programs – 561
- Educational, vocational training and work release programs – 227
- Work Release and vocational training program for IPs ages 50+ - 35
- Gender responsive programs serving female IPs - 61

The total number of beds to be awarded will be contingent upon population data, budget funding, and per diem rates of awardees.

5.1 Number and Type of Program Beds

The NJDOC intends to award new contracts for the operation of RCRPs with an anticipated Service Commencement Date of August 1, 2025. The number and program type of male and female beds awarded will be contingent upon the number of proposals received, the type of services proposed to address community re-entry needs and populations to be served, and the proposed Per Diem Rates received. The number of beds awarded cannot exceed the appropriation indicated in the Notice of Availability of Grant Funds, as published in the New Jersey Register.

5.2 Length of IP Program Participation

The average length of stay at an Assessment and Treatment Center is either 45 or 30 days based upon whether or not a male IP completed licensed outpatient level of care substance use disorder treatment at MSCF. The average length of stay at an Assessment and Treatment Center will be 45 days for IPs who have not completed licensed outpatient level of care substance use disorder treatment at MSCF, except in special circumstances as determined by the NJDOC. The average length of stay at an Assessment and Treatment Center will be 30 days for IPs who completed licensed outpatient level of care substance use disorder treatment at MSCF, except in special circumstances as determined by the NJDOC. The length of time an IP is assigned to the Assessment and Treatment Center is dependent upon his assessment needs, the length of time until his parole or completion of sentence, and the availability of bed space at the assigned RCRP. Length of stay beyond the time parameters indicated above, will require special circumstances be identified and specific review and approval by the OCP Assignment Unit supervisor or designee.

The anticipated length of IP participation in the Correctional Treatment (Level 2 Facility) and Education, Vocational Training and Work Release Programs (Level 3A or Specialized Level 3B or 3C Facility) can range from six (6) months to thirty (30) months.

5.3 Service Commencement Date

The Contractor's facility must be ready for occupancy in accordance with the applicable licensing authority and the NJDOC's requirements upon the service commencement date. Facility staff and program services are to be in place and ready to begin IP phase-in on or before **August 1, 2025** (service commencement date) except that a Bidder may propose a later service commencement date, which if the Bidder's proposal is accepted, shall become the service commencement date.

In the event the Contractor is unable to commence IP placement by the contractual service commencement date, the NJDOC shall have the option to either terminate the contract or assess damages in accordance with Section III, 1.6 Liquidated Damages.

5.4 Facility Location

The Bidder shall identify publicly-used facilities whose proximity to the RCRPs might possibly raise public concern that are within a half mile radius of the proposed RCRP location. Publicly-used facilities shall include but not be limited to: schools, day-care centers, religious buildings, historical landmarks, group homes, nursing homes, and mental health or juvenile residential facilities. The Bidder shall identify a plan for addressing each proposed public concern.

The NJDOC recognizes that, in general, it is important that IPs are assigned to an RCRP that is close to their geographic area of return when possible. Accordingly, the NJDOC is especially interested in programs that are located in areas where high numbers of IPs return including Essex, Camden, Mercer, Union, Passaic, Hudson, Middlesex and Atlantic counties.

The Bidder is advised that the only female institution in the State is the EMCF, located in Clinton. Female RCRPs shall be required to transport IPs to the Regional Institution for healthcare and mental health services and to legislatively mandated NJDOC-authorized MVC appointments, as necessary. Mileage reimbursement is not permitted and should be considered in the proposed per diem rate.

6.0 Proposal Preparation and Submission Instructions

6.1 General

The bid proposal is the State's primary source of essential information upon which contract award decisions are based. Bidders are advised to submit their best technical and price proposals in response to this RFP. After evaluation, make an award based on the content of these initial submissions without further negotiation with any Bidder.

Bidders are cautioned that failure to submit the information as required may result in a determination that their proposals are non-responsive to RFP requirements. Any qualifying statements or exceptions by the Bidders in their proposals that effect change(s) to any of the State's terms, conditions or specifications may be regarded as non-conforming.

However, if a Bidder wishes to add qualifying statements or take exception to any of the State's terms, conditions, or specifications, such exceptions shall be submitted to the NJDOC during the Question and Answer period and must cross-reference the applicable RFP page and section number and letter. The NJDOC shall determine which exceptions, if any, to accept. If the NJDOC determines not to accept an exception, the Bidder, if awarded a Contract, shall be expected to comply with the terms, condition or specification as written.

Proposals that do not meet or comply with all instructions may be considered non-responsive and if the non-compliance is material, will result in the rejection of the proposal.

6.2 Proposal Format and Content

The proposal must be submitted in four separate and easily identifiable parts as follows:

Part 1 Technical Proposal: Overall General Approach and Detailed Plan for Accomplishing the Statement of Work

This section shall describe the Bidder's approach and plans for meeting the requirements that are outlined in Section II Statement of Work and the specifications of a specialized program outlined in Section I, 4.0 Program Description, if applicable. The approach and plans shall be described in sufficient detail to permit the State to evaluate them fairly. The aim is to minimize the possibility of misinterpretation. Furthermore, the Bidder shall demonstrate and describe the effort, skills and understanding of the services necessary to satisfactorily complete the project.

A. Management Overview

This section of the response proposal shall include a statement of the Bidder's management philosophy and set forth the Bidder's overall technical approach and plans to meet the requirements of the RFP in narrative format. The contents of this narrative shall be designed to convey to the State that the Bidder understands the objectives needed to satisfactorily meet the nature of the required work, and the level of effort necessary to successfully complete the project. In addition, this narrative should convey to the State the Bidder's general approach and the plans to undertake and complete the project are appropriate to the task(s) involved.

B. Detailed Plans, Approach, and Deliverables

This section of the Bidder's response proposal shall set forth in detail the Bidder's plans and approach for completing all tasks and sub-tasks required by the Statement of Work. The Bidder's response should detail how the required tasks are to be completed. If the Statement of Work sets forth sub-tasks, the Bidder's response shall be made at the task and sub-task level. The Bidder's response shall clearly cross-reference RFP section task and sub-task numbers or letters, as well as page numbers.

For each task and sub-task, the Bidder shall propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable item should be cross-referenced to the appropriate RFP task and sub-task.

The contents of the Bidder's response to this section should be designed to convey to the State that the Bidder's detailed plans and approach proposed to complete the required Statement of Work are realistic, attainable and appropriate, based on evidence-based practice, and that the proposed plans will lead to successful project completion. Mere reiterations of RFP tasks are strongly discouraged, as they do not provide insight into the Bidder's understanding of and ability to provide RCRP services.

Part 2 Technical Proposal: Bidder's Company History

A. Organizational Support, Experience, and Qualifications

This section shall contain all pertinent information related to the Bidder's organization, personnel, and experience.

Bidders for Correctional Treatment Programs must indicate the level of treatment their program will provide, the specific credentials their treatment and assessment staff will have, the ratio of IPs to substance abuse treatment counselors, the number and length of individual and group counseling sessions provided and duration of treatment.

B. Experience of Bidding Firm on Services of Similar Size and Scope

In this section, the Bidder shall summarize the current and recent history of past performances related to RCRPs. The Bidder shall address each item listed below:

1. Describe current contracts, including all contracts awarded to the Bidder in the past five years and include the following information:
 - a. Client's name, address and telephone number;
 - b. Date of original contract and expiration date;
 - c. Number of renewals (if applicable); and
 - d. Type and size of Facility.
2. Specify corporate experience in providing RCRPs for the target population. Include the size and scope of the programs, number of experienced staff employed by the corporation, annualized dollars of payroll, and number of years in business.
3. Specify facilities that the Bidder operates that are currently accredited. Include the following information:

- a. Name of Facility;
 - b. Accrediting agency; and
 - c. Dates of re-accreditation.
4. Provide a comprehensive listing of projects of similar size and scope that have been successfully completed by the Bidder in the past five years as documentation of its ability to undertake and complete the services required by this RFP successfully.

Emphasis shall be placed on projects that are very similar in size and scope to those required by this RFP. A description of the project shall be included and shall show how the project relates to the firm's ability to perform the services required by this RFP.

5. List all contracts terminated or not extended or renewed (list contact person and telephone number) within the last three years. Provide a narrative that describes the reason(s) for any contract that was terminated or not extended or renewed.
6. Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the ability to provide the services proposed. Bidders shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of RCRPs for the target population. The NJDOC reserves the right to terminate the Contract for cause or convenience based upon the merger or acquisition of the primary Contractor during the course of the Contract if the NJDOC determines that it is not in the best interest of the State to continue conducting business with the Contractor.
7. Describe other current or anticipated business or financial obligations that may coincide with the term of this Contract.
8. Provide a listing of fines that exceed \$1,000 incurred under other contracts for non-performance of duties in whole or in part within the last three years.
9. Provide a listing of all contracts in which the Bidder experienced a loss of funds due to delay damages, liquidated damages, and/or forfeiture of performance or bid bonds in whole or in part within the last three years. This includes any liquidated damages assessed by the NJDOC.

C. Financial Statements

The Bidder shall provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the project. To satisfy this requirement, the Bidder shall submit an audited financial statement including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or

loss, and cash flow for the most recent calendar year or the Bidder's most recent fiscal year; or, if an audited financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, and a bank reference.

If a Bidder is a wholly owned subsidiary of another company or corporation, and does not possess audited financial statements, then non-audited financial statements of the subsidiary for the most recent two-year period must be submitted as supplemental information to the parent company's financial statements to meet this requirement.

In addition, audited financial statements shall be submitted to the NJDOC annually during the term of the Contract.

Part 3: Bid Response Requirements

Bidders are required to provide the requested information as listed below:

1. Content of Bid Proposal Checklist
2. Application for Contractual Services – Residential Community Reintegration Programs
 - a. Certificate of Incorporation
 - b. Annual Report to NJ Department of Treasury, Division of Revenue and Enterprise Services
 - c. IRS Tax Exempt Certificate/Letter
 - d. Annual Charities Registration/Verification Statement to NJ Division of Consumer Affairs (Form CRI-200 or CRI-300R), if applicable
 - e. Explanation and status of pending litigation, if applicable
 - f. Explanation and status of past due State and federal tax payments, if applicable
 - g. Explanation and status of disputes with local or State authorities, if applicable
 - h. Explanation and status of bankruptcy protection, if applicable
 - i. Explanation and status of local or state-imposed fines or sanctions, if applicable
 - j. Certificate of Occupancy

- k. Fire Inspection Report (most recent)
 - l. Health Sanitation Inspection Report (most recent)
 - m. Conditional License for operation as an Outpatient Substance Abuse Treatment Program issued by the NJ Department of Health, Division of Certificate of Need and Licensing, as applicable
 - n. Proof of mortgage (Closing Disclosure, monthly mortgage payment statement or insurance declaration page), Lease Agreement or lease option document, as applicable
3. A program narrative abstract (maximum of 400 words) to include:
- a. Name of non-profit corporation that will provide the majority of direct services as outlined in the scope of work;
 - b. Type of program;
 - c. Target population;
 - d. Facility location;
 - e. Maximum number of occupants in accordance with the Certificate of Occupancy, maximum number of sleeping units, and maximum number of IP beds per sleeping unit;
 - f. Proposed total capacity, proposed number of sleeping units, and proposed number of IP beds per sleeping unit that provides the ability to maintain safe and social distance;
 - g. Capacity for IPs to receive outpatient level of care substance use disorder treatment services licensed through the Department of Health (i.e. maximum number of IPs who can participate in this level of care at any one time); and
 - h. Service commencement date, if other than **August 1, 2025** (Section I, Section 5.3).
4. Business Forms to include:
- a. Disclosure of Activities Investigations and Other Actions Involving Vendor accessible at:

<https://www.state.nj.us/treasury/purchase/forms.shtml>
 - b. Subcontractor Utilization Plan (Exhibit N), if applicable, accessible at:

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

1. The Bidder must provide a detailed description of the services to be provided by each Subcontractor, referencing the applicable Section or Subsection of this RFP.
2. The Bidder must include the estimated value of each subcontract.
3. The Bidder shall demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal.
4. Bidders that engage a single Subcontractor to provide more than fifty percent (50%) of the contract value must submit, as part of their Subcontractor Utilization Plan, a comprehensive contingency plan addressing the continuation of services if the Subcontractor fails to perform services for any reason.
5. The Subcontractor Utilization Plan Form, developed by the New Jersey Department of Treasury, Division of Purchase and Property, is utilized by the NJDOC for identification of subcontractors and their involvement in the provision of services to IPs. The RCRP Request For Proposals, PCS-2025 does not include a small business subcontracting set-aside requirement. Therefore, Bidders may disregard the portion of the Subcontractor Utilization Plan Form pertaining to procedures for small business subcontracting set-aside contracts.
5. A service commencement written implementation plan and timeline that outlines objectives, activities to attain each objective, start and completion dates for each activity and person responsible (required for new Bidders and/or RCRPs).
6. Proposed Facility site plan. If a new location, NJDOC reserves the right to assess the appropriateness of the Facility site plan.
7. A copy of a certified letter notifying the local public officials of the intended program, as well as a copy of their written response.
8. A written Outcome Measurement Plan (OM Plan) for outcome measurement of program components including IP accountability. For example, the use of tracking devices may be proposed. The OM Plan must:
 - a. Include a plan for measuring outcomes related to all NJDOC specifications as written in this RFP;
 - b. Specify the individual(s) responsible for developing and measuring the OM Plan, including administrative personnel;

- c. Provide timetables for the ongoing evaluation and monitoring of IP care, accountability and records, programs, medication, staff, security, housekeeping, sanitation, release planning services, and volunteer services;
 - d. Include input from the IPs and their families and;
 - e. Identify and establish indicators of quality programs specific to the Facility.
- 9. A written Quality Control Plan, as outlined in Section II, 2.0 Quality Control Plan and Quality Assurance.
- 10. A list and detailed description of all assessment and screening tools to be utilized.
- 11. A schedule for implementing all assessments and screening tools which includes a timetable for the initial assessment and all reassessments.
- 12. A detailed treatment approach and curriculum indicating how the treatment modalities will be applied, the minimum number of hours and days to be dedicated to each service and individual IP, as well as any computer-assisted instruction that shall be used. The training techniques used in each required program treatment service should be included as well as the identification and description of the staff positions and credentials who will conduct the training.
- 13. Table of Organization.
- 14. Staffing pattern (Section II. 6.8 Staffing Pattern) to include:
 - a. List of all staff titles the Bidder has included in the Essential Services Cost Proposal;
 - b. Work Schedule (for approval of the Staffing Pattern and verification of minimum required accountability staff to IP ratio);
 - c. Job descriptions for all staff positions; and
 - d. Employee retention program.
- 15. Resume, copy of diploma or college transcripts and any professional licenses or certifications for the proposed Facility Program Director(s) or highest-ranking person serving in a decision-making capacity, Deputy Director(s) and Site Administrator(s).
- 16. Detailed resumes that demonstrate knowledge, ability and experience specific to the RFP for all key decision makers and managers, as discussed in Section II 6.1 Appointment of Facility Program Director and 6.2 Other Key Decision-Making Staff, shall be provided in the response.

17. Resume, copies of college transcripts, and professional certification(s) or license(s) for any teacher(s) who will be employed by the Contractor, if applicable.
18. Resume, copies of college transcripts, and professional certification(s) or license(s) for any social worker(s), or addiction counselor(s) who the Contractor will employ. These titles may include; but are not limited to, Licensed Clinical Social Worker, Psychologist, Substance Abuse Counselor, Licensed Professional Counselor, and Licensed Certified Alcohol and Drug Counselor.
19. Annual staff development plan.
20. A written food service plan that includes all required components listed in Section II, 7.21 Food Service Plan.
21. Audited financial statement for the most recent calendar year or the Bidder's most recent fiscal year or if an audited financial statement is not available, then a reviewed or compiled statement from an independent accountant setting forth the same information required for the audited financial statement, and a bank reference (Section I, 6.2, Part 2, C.).

Failure to submit all requirements may result in a determination that the proposal is non-conforming, and if the non-conformance is material, it will result in the rejection of the proposal.

Proposals must be submitted in the legal entity name of the Bidder. The proposal cover letter must be signed by a corporate officer or agent authorized by the Bidder. Only original signatures are acceptable. Facsimile signatures shall not be accepted.

Part 4: Cost Proposal

The Bidder shall submit costs on the attached Proposed Per Diem Rate Calculation sheets (see pages 39-41 for instructions) in a **separate, sealed** envelope. The Bidder must carefully follow all instructions and complete the appropriate forms (Schedule A, B-1, B-2 and B-3) on pages 42-47 regarding the Per Diem Rate calculations for Essential Services and provide the following reference documents:

1. Profit and loss statement for calendar or fiscal year end;
2. Paid invoice if facility rent is included in the Per Diem Rate calculation; and
3. Cost allocation plan if other programs are operated at the Facility.

Essential Services are those services that are included in the bid proposal to accomplish the scope of work of the RFP in accordance with the Bidder's approach.

Form B-3, Bidder's Staffing Proposal shall be submitted with the Rate Calculation sheets to show the proposed staffing level and associated costs. Attach additional sheets if needed. Failure to submit all information requested will result in bids being considered non-responsive. Bidders must hold prices firm for a minimum of 60 days after submission in order for an award to be made.

Due to ongoing population changes, Bidders are required to submit three (3) bed proposal scenarios. The first bed scenario will be referred to as the Original Bed Proposal Scenario. The second bed scenario shall reflect a ten percent (10%) reduction in beds proposed in the Original Bed Proposal Scenario. The third bed scenario shall reflect a twenty percent (20%) reduction in beds proposed in the Original Bed Proposal Scenario.

For each scenario, Bidders shall submit a separate and complete Proposed Per Diem Rate Calculation sheet consisting of Schedules A, B-1, B-2 and B-3 and a cost allocation plan if other programs are operated at the Facility. Each bed proposal scenario must indicate a specific number of beds to be funded. In addition, if applicable, the cost allocation plan submitted with each bed proposal scenario, must reflect an accurate distribution of costs to the proposed NJDOC program based on the percentage of proposed NJDOC beds to the total Facility beds.

6.3 RFP and Contract Conditions

1. Submission of a proposal does not ensure contract award.
2. NJDOC acceptance or approval of a proposal does not ensure funding. Funding for each Contract is subject to appropriation and availability of funds.
3. Bidders are solely responsible for reading the RFP in its entirety including all exhibits, standards and referenced statutes and regulations.
4. Bidders are solely responsible for all incurred proposal development and submission costs.
5. The NJDOC will retain all proposals submitted. Proposals will remain confidential until the evaluation and selection process is completed, to the extent permitted under New Jersey law.
6. The NJDOC reserves the right to use any ideas or concepts presented in any proposal submitted.
7. The NJDOC reserves the right to reject all proposals and to waive any immaterial irregularities in any proposal.
8. The proposals will be evaluated on a competitive basis to determine which are the most advantageous to the State, price and other factors considered. Specific

consideration will be given to price, delivery constraints, time for completion, program quality, geographic location, and other factors.

9. Any Contract resulting from this RFP may be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the proposal is discovered after the Contract is awarded. The Contractor will be liable for all its and NJDOCs' costs associated with the termination of the Contract and any subcontracts the Contractor may have for the performance of this Contract.
10. The NJDOC reserves the right, at any time, to cancel this RFP prior to contract award. Proposals, statements and other materials submitted by Bidders will not be returned.
11. The rates in the Bidder's proposal, if accepted, shall remain in force for Contract term, including any contract extensions.
12. A Bidder's prices shall include the cost of insurance and every other item of allowable expense, direct or indirect, including State sales tax incidental to the bid price. No prices other than those included on the price sheet shall be payable or paid.
13. A Bidder's proposal may be withdrawn at any time prior to the proposal submission time specified in the RFP by submitting a written notification signed by the Bidder or authorized agent. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission time. Except as provided in this RFP, final proposals may not be changed after the time designated for proposal submission.
14. If a Bidder withdraws a proposal and/or submits a new or modified proposal as described herein, the following conditions shall apply:
 - a. Withdrawn proposals can be returned upon request to the NJDOC; however, the cost of returning material shall be at the Bidder's expense. Accordingly, the Bidder's request to have proposals returned must include the Bidder's courier name and account number.
 - b. Any new or modified proposal must be clearly labeled as such and comply with the submission requirements contained in this RFP.
 - c. The latest proposal submitted to the NJDOC will supersede any previous submission from a Bidder; therefore, the NJDOC will only consider and evaluate the Bidder's latest proposal and the information therein. If a proposal refers to information in a previous submission but a copy is not attached, the NJDOC will not consider the information that is referred to, but not attached.
15. After submission of the proposal, Bidders are solely responsible for notifying the NJDOC of any known error(s). If awarded the Contract, a Bidder shall not

be entitled to additional time or compensation by reason or subsequent correction of the error(s).

16. The NJDOC reserves the right to verify Bidder's claimed experience, education, and commitment required in a proposal. If proposals contain false or misleading statements or provide references that do not support an attribute or condition claimed by a Bidder, the NJDOC shall have the right to either deduct the specified points allocated for the data or disqualify the Bidder from the bidding process. The proposal may also be rejected if, in the opinion of the NJDOC, such information was intended to mislead the NJDOC in its evaluation of the proposal and the attribute, condition, or capability that this RFP requires.
17. The NJDOC reserves the right to request clarification of any issue concerning all areas of the Bidder's proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or be used to revise or modify a quote.
18. Proposals, once the Contract(s) are awarded, are considered public records and subject to the New Jersey Open Public Records Act , N.J.S.A. 47A:1-1, et seq. (NJ OPRA). As such the Contract(s) may be made public if requested. There are no wholesale exceptions. A Bidder, however, may explicitly designate certain portions, but not all, of its proposal as proprietary within the meaning of NJ OPRA and in a manner consistent with applicable law. A section for designation of proprietary portions of the Bidder's proposal is included in the Application for Contractual Services submitted with the Bidder's proposal and required appendices. If a NJ OPRA request is made and a proposal is responsive to the request and the Bidder has designated some portion of the proposal as proprietary, the NJDOC will notify the Bidder of the request and the Bidder shall assist NJDOC, if requested in defending the confidentiality. Further, consistent with the New Jersey Court Rules of Government Records Council Rules, the Bidder may participate in the proceeding and defend its designation. In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.
19. The Bidder must be current on all taxes, including payroll taxes payable to the State of New Jersey or the United States.
20. The Bidder must not appear on the Department of Labor and Workforce Development's WALL, developed pursuant to N.J.S.A. 34:1A-1.16, et seq. The WALL is at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

6.4 Proposal Delivery and Identification

It is the responsibility of the Bidder to clearly and accurately identify and label the bid proposal to aid the NJDOC in properly handling the bid. The exterior of the bid submission package shall be clearly labeled with the correct final bid date, Bidder name and solicitation name/description. The Bidder must anticipate potential

delivery delays by allowing adequate time for hand, postal, courier, or another delivery service.

6.5 Bid Proposal Submission

Bidders shall submit, either by mail or in person, one clearly marked original bid response proposal and two (2) USB each with a complete and exact copy of the original response proposal in PDF format. Each original bid response proposal shall be organized into one (1) binder with each section separated and labeled with dividers. The NJDOC strongly recommends that the bid response binder be no larger than four inches in width. To ensure credit for timely delivery, the outermost envelope or package shall indicate the Bid No., Bid Title, and Proposal Due Date and Time.

The bid proposal shall be delivered to:

NJ Department of Corrections
Division of Administration
Administration Building, Room 213
P.O. Box 863
1400 Stuyvesant Avenue
Trenton, NJ 08625-0863
ATTN: Office of Financial Management, Bureau of Procurement and
Contract Management

Proposals submitted by facsimile or electronically as attachments to e-mail shall NOT be accepted. Proposals submitted on CD-ROM or USB ONLY shall NOT be accepted.

6.6 Multiple Proposals

A Bidder may choose to submit a single proposal for more than one site or Facility provided that the locations are in close proximity to one another. A Bidder may submit separate proposals for each site.

If the Bidder chooses to submit a single proposal for an RCRP in more than one location, it is the Bidder's responsibility to:

1. Note the specific staffing patterns for each site or Facility;
2. Note the time that shared staff (if any) will be spent with the IP population at each site or Facility; and
3. Note if there will be any shared spaces, and if so, provide scheduling of these spaces.

Bidders are required to submit 3 different bed proposal scenarios with each proposal as set forth in Section 6.2 Part 4, above.

6.7 Electronic Question and Answer Period

There will be an electronic question and answer period for this RFP, which will begin from the posting of the RFP on the NJDOC website, www.state.nj.us/corrections, on April 7, 2025, and end at 5:00 p.m. Eastern Daylight Time on April 10, 2025. All questions and answers will be posted on the NJDOC website within 5 business days of the end date for submission of questions.

All questions must be submitted electronically at the following link: <http://www.nj.gov/corrections/pages/rfp/BidNoPCS2025/index.html> and must indicate “OCP RFP PCS-2025 Bidder Questions” in the subject line. After submitting proposals, unless requested by the NJDOC, contact with the NJDOC will be limited to status inquiries only submitted at the link identified above and must indicate “OCP RFP PCS-2025 Status Inquiry” in the subject line. Any contact with NJDOC employees regarding this solicitation is forbidden.

Question Protocol

Questions should:

1. Be directly related to the RFP, information provided with the RFP or anything required by the RFP;
2. Be asked in consecutive order, from beginning to end, following the organization of the RFP; and
3. Reference the RFP page and section number to which the question relates.

Bidders are advised to frequently review the NJDOC website during the Question and Answer period to ascertain if an extension of the bid response submission deadline was issued for any reason.

6.8 Bid Response Submission Deadline

All bid responses must be received by the Office of Financial Management, Bureau of Procurement and Contract Management at the address written in Section I, 6.5 Bid Proposal Submission, **no later than 12:00 p.m., May 9, 2025**. Neither the postmark date nor receipt in the NJDOC Mail Room will constitute a timely delivery. Any proposal received after the above time **WILL NOT** be considered.

The NJDOC makes every effort to ensure that all proposals are received and properly time-stamped; however, Bidders are ultimately responsible for ensuring timely receipt of their proposals. Bidders may verify receipt of their proposals by contacting the Bureau of Procurement and Contract Management.

6.9 Suggestions for Bidder's Consideration

Listed below are items for Bidders to consider prior to submission of proposals:

1. Are all documents included and data addressed as required in the RFP? Are all documents and/or attachments referenced in the Bidder's narrative attached to the proposal?
2. Is the business structure and business background adequate to accomplish the type of project proposed and are all eligibility criteria met?
3. Does the proposal adequately describe and comply with the evaluation components required by the RFP?
4. Does the proposal present appropriate goals, objectives, and activities to meet the required project components?
5. Are the requirements for all section elements addressed in order to demonstrate compliance?
6. Are the objectives and activities appropriately time bound and measurable?
7. Is the proposal realistic and attainable?
8. Are the Proposed Per Diem Rate Calculation Proposals complete, realistic, mathematically correct, and understandable? Do the Proposed Per Diem Rate Calculation Proposal's major budget categories and individual line items relate directly to the contracted services?

7.0 Proposal Evaluation and Contract Awards

7.1 Proposal Evaluation Criteria

Proposals will be evaluated by a committee comprised of representatives from the NJDOC and may include representatives from other State agencies, colleges and universities, professional organizations, and non-interested parties of non-profit organizations. All bid responses will be reviewed by an Evaluation Committee to determine the technical evaluation scores and ranked as noted directly below for a total possible points of 1,000. The Per Diem Rate will then be utilized and factored into the formula defined in Section I, 7.1 (B). The total possible points will be 1,500. The following evaluation criteria categories will be used to evaluate bid proposals received in response to this RFP to determine the technical ranking of the Bidders.

A. Technical Evaluation Criteria

1. Bidder's General Approach: possibility of 125 points

The Bidder's general approach and plan to meet the requirements of the RFP, for the type of RCRP the Bidder is proposing to operate, is evaluated

for a total of 125 points. The Bidder's general approach is obtained through the Bidder's mission statement, management overview, design of the program and services, and training and retention plan for personnel. How volunteers, sub-contractors, and community partnerships are used also explains the Bidder's general approach.

2. Bidder's Detailed Approach: possibility of 350 points

The Bidder's detailed approach and plan to perform the services required by Section II Statement of Work of this RFP and the specifications of a specialized program outlined in Section I, 4.0 Program Description, if applicable, is evaluated for a total of 350 points. For each task and sub-task in the Statement of Work Section II and specifications of a specialized program listed in Section I, 4.0 Program Description, if applicable, the Bidder shall propose a deliverable item defined as tangible evidence of work completed. The detailed approach should convey that it is realistic, attainable and appropriate, based on evidence-based practice and that the proposed plans will lead to successful program outcomes. The detailed approach is further explained in the proposal attachments, as listed in Section I, 6.2 Proposal Format and Content Part 3: Bid Response Requirements, which expand upon the information in the technical proposal.

3. Bidder's Experience, Qualifications and Overall Ability: possibility of 375 points

The Bidder's documented experience in successfully completing, to the client's satisfaction, projects of a similar size and scope to those required by this RFP and the qualifications and experience of staff assigned to the project are evaluated for a total of 375 points.

To document the Bidder's experience, the technical proposal guidelines request the Bidder to explain its history of contract awards and corporate experience in providing RCRPs for the target population. Program accreditations, projects of similar size and scope that have been successfully completed in the past five years, contracts terminated or not renewed in the last three years, corporate reorganization, current or anticipated business or financial obligations, fines and liquidated damages are among the factors considered in the evaluation.

Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope to those required by this RFP are demonstrated through management structure and resumes of key personnel. An explanation of minimum credentials for any personnel for academic instruction, substance use treatment, medical services, food services, counseling or social services also demonstrates personnel qualifications. Experience, education and skill requirements as noted on the job descriptions that are submitted under Section I, 6.2 Proposal Format and

Content Part 3: Bid Response Requirements, further demonstrate the qualifications and experience of the staff.

4. Financial Stability: possibility of 150 points

Bidder-submitted financial statements shall be analyzed utilizing certain standards of financial stability (e.g. current ratio, debt ratio).

B. Proposed Per Diem Rate: possibility of 500 points

For evaluation purposes, Bidders will be scored according to the proposed Per Diem Rates referenced on the Bidder's Proposed Per Diem Rate Sheets accompanying the Bid response. Each Bidder's proposed Per Diem Rates will be scored according to the formula below:

Per Diem Rate points = 500 predetermined points x (lowest price proposal/evaluating price proposal).

Each Proposed Per Diem Rate will receive a separate score.

The Per Diem Rate for each Bidder used to determine the per diem points, will be the lowest acceptable Per Diem Rate between the original price proposal and the Best and Final Offer (BAFO) proposal submitted by each Bidder, if applicable.

C. Calculation of Total Points: possibility of 1,500 points

The proposal with the highest number of total points will be scored the highest. This ranking will be performed after the proposal has been scored on the technical and financial stability evaluations.

7.2 Best and Final Offer (BAFO)

After evaluating bid proposals, the NJDOC may request that Bidders submit a Best and Final Offer (BAFO) and continue to meet all mandatory RFP requirements. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive and the original price proposal will be used for final evaluation.

7.3 Contract Award

- A. The Bidder(s) with the most advantageous combination of technical score, Per Diem Rate and bed scenarios subject to available funding, will be recommended for contract award(s).
- B. The NJDOC will send written notification of the State's intent to award (or not to award) a Contract.
- C. If the NJDOC determines that it is in the State's best interest to award fewer beds than the Bidder proposes, the Bidder will be provided an opportunity to

accept or reject the bed allocation as proposed by the NJDOC and to re-submit a revised rate calculation (Revised Per Diem Rate) based on 100% bed fill of those proposed bed numbers. The NJDOC shall then determine whether to award the reduced number of beds at the Revised Per Diem Rate, award the original number of beds proposed at the original Per Diem Rate or request that the Bidder submit a Revised Per Diem Rate as described below.

A BAFO request may be predicated on a different number of beds, as specified by the NJDOC. The NJDOC may request that the Bidder submit a Revised Per Diem Rate, supported by a revised rate calculation that is not higher than the original rate calculation. A Revised Per Diem Rate must support the Bidder's ability to meet all mandatory RFP requirements. Any Revised Per Diem Rate that is not equal to or lower in price than the original Per Diem Rate will be rejected as non-responsive, and the original Per Diem Rate will be used for final evaluation.

- D. Following notification of contract award(s), the NJDOC will establish a meeting with the Contractor(s) to review and sign the formal Contract(s).
- E. The NJDOC reserves the right to make final contract awards based on the needs of the NJDOC.

**BIDDER'S PROPOSED PER DIEM RATE AND
PER DIEM RATE CALCULATION
INSTRUCTION SHEET
ESSENTIAL SERVICES**

NOTES:

The Bidder's Proposed Per Diem Rate and Per Diem Rate Calculations will be utilized by the NJDOC in proposal evaluation to assess whether the pricing is reasonable and realistic. The Per Diem Rate shall include all direct service costs applicable to NJDOC IP services, including administrative and operating expenditures.

A profit and loss statement, for calendar or fiscal year end, is required as a source document for expenditures that are used in the per diem calculations. If Facility rent is included in the per diem calculation, a paid invoice shall be included as a source document. A cost allocation plan, reflecting an accurate distribution of costs to the proposed NJDOC program based on the percentage of proposed NJDOC beds to the total Facility beds, shall be provided if other programs are operated at the Facility.

Bidders are cautioned to carefully check the accuracy of the individual cost entries on the forms, and the calculations. In the event of a discrepancy between the final calculated Per Diem Rates and the correct calculated Per Diem Rates based on the individual cost entries, the correct calculation of the Per Diem Rates will prevail and become the bid per diem price, and if a contract is awarded, the contract per diem price.

Bidders shall submit three (3) bed proposal scenarios (Section I. 6.2). For each bed proposal scenario, Bidders must submit completed Schedules A, B-1, B-2 and B-3 reflecting the proposed number of beds and appropriate staffing.

ESSENTIAL Services

1. Complete and submit one Proposed Per Diem Rate form (Schedule A) for each scenario at the proposed program for **Essential Services**. Enter the Number of Proposed Beds and the Proposed Per Diem Rate. Bidder must submit a separate Schedule A for each bed proposal scenario. A contract, if awarded, will utilize the original Per Diem Rate(s), Best and Final Offer(s) or a Revised Per Diem Rate requested by the NJDOC for a reduced number of beds pursuant to Section I, 7.2. and 7.3.
2. Submit one complete rate calculation set (Schedules B-1 and B-2) for each scenario at the proposed program for **Essential Services**. A rate calculation for Essential Services must be completed for a bid to be considered responsive. Use additional sets as needed. Bidder must submit a separate Schedule B-1 and B-2 for each bed proposal scenario.
3. Complete Form B-3, *Bidder's Staffing Proposal*, and submit with the Per Diem Rate Calculation - Essential Services schedules. Bidder's staffing levels, i.e. accountability staff, should be accurate based upon the proposed total number of beds on the Proposed Per Diem Rate form. Bidder must submit a separate Schedule B-3 for each bed proposal scenario.
4. Under ***Operating Expenses***, account titles are listed for entering proposed expenses. The category ***Other Expenses*** may be utilized to enter accounts that your organization may use which are not identified in the main body of the Per Diem Rate Calculation Schedule. If including Administrative Expenses Chargeable to the Facility Incurred Outside the Facility, the individual expenses must be itemized, supporting back-up documentation provided to support the expenses, and explanation of the allocation of administrative expenses to the total direct expenses of the program.
5. ***Program Personnel Costs*** - Separate the listing of employee salaries and contracted staff payments on Bidder's Proposed Per Diem Rate Calculation Schedule B-2.

ALL Services

1. Only ***Allowable Costs*** are to be included. Bidders are advised that capital expenditures are not allowable expenses and should not be included when completing the Rate Calculation Schedules. Allowable and

unallowable costs can be found in OMB Super Circular 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
To view or obtain the OMB Super Circular, log on to:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

RATE CALCULATION SHEET INSTRUCTIONS – ESSENTIAL SERVICES

SCHEDULE B-1 ALLOWABLE COSTS

- Total **Program Personnel Cost** obtained for schedule B-2 will be entered on B-1. Enter *Employee Salaries* and enter *Contracted Staff* cost from B-2. Sum the costs for **Total Program Personnel Cost**.
- **Operating Expenses** (non-salary costs) must be listed on B-1. The most common expense accounts are identified. Additional blank lines have been provided for expense accounts that are unique to your organization. Bidders are advised to be specific when writing in expense accounts or risk having their Per Diem Rate calculations returned for clarification.
- **Other Expenses Not Identified Above** – List any expense accounts not identified in the Operating Expenses section.
- **Total Allowable Expenses** – Enter the total program costs for the proposed program.
- **Total Number of Proposed Beds** – Enter the total number of beds proposed for the program.
- **Proposed Per Diem Rate** - Calculate the proposed Per Diem Rate for the program.
- **Bidders Certification** – Sign the proposed rate calculation, certifying that the listed costs represent only allowable expenses attributable to the program as defined by 2 CFR Part 200. The individual preparing the proposed Per Diem Rate calculation must print their name and title, and sign and date Schedule B-1.

SCHEDULE B-2 PROGRAM PERSONNEL COST

The personnel costs listed on B-2 (salaries and contracted costs) have been divided into 3 components; the categories are suggested, not required. These include: Direct care workers/counselors; Program Support Staff and Administrative Staff. The Total Program Personnel Cost obtained on B-2 will be carried forward to B-1.

- In Column 1 specify titles for each category.
- In Column 2, enter the total **Hours per Week** anticipated for each title.
- In Column 3, enter the anticipated total salaries, by title, for organization **Employees** only.
- In Column 4, enter the anticipated total costs, by title, for **Contracted Staff** only.
- For **Total Program Personnel Cost**, sum Column 3 for Employee Salaries; sum Column 4 for Contracted Staff costs. Enter total Employee Salaries on Schedule B-1, and enter total Contracted Staff costs on Schedule B-1.

FORM B-3 – BIDDER'S STAFFING PROPOSAL

Complete all requested information for the proposed staffing pattern. Form B-3 will be utilized to establish an approved staffing pattern for the contract period.

- List the title of each position in Column 1, the full or part-time designation in Column 2, the hours per week in Column 3 and the annual salary in Column 4.

- If multiple personnel will hold the same title, the quantity of personnel can be included in Column 1 next to the position/title, i.e. Site Monitor (12) if all other information for Columns 2-4 is the same.
- It is not acceptable to group multiple personnel into a shared title and indicate the total wages in Column 4, i.e. "Site monitors/part-time/\$200,000." This calculation will not allow the NJDOC to determine the intended staffing pattern.
- If the Bidder will employ per diem personnel, they shall be indicated as per diem/part-time in Column 2, the proposed number of hours per week shall be indicated in Column 3, and the hourly wage shall be indicated in Column 4.
- Per diem personnel are considered part-time employees and must be factored into the allowable full-time/part-time staffing ratio.
- If a position is full time, but the position is cost-shared or partially allocated to another program or Facility, the position shall be indicated as full-time (cost shared) in Column 2. For any cost-shared positions, the percentage of time/salary that is allocated to this specific program budget must be indicated.

NEW JERSEY DEPARTMENT OF CORRECTIONS
RESIDENTIAL COMMUNITY RELEASE PROGRAM
REQUEST FOR PROPOSAL

BIDDER’S PROPOSED PER DIEM RATE
ESSENTIAL SERVICES

Agency Name: _____

Agency Address: _____

Program Name: _____

Program Address: _____

Program Type: _____

Total number of proposed beds _____

PROPOSED PER DIEM RATE – ESSENTIAL SERVICES

\$

The Bidder is to enter the total number of proposed beds and the Firm-Fixed Per Diem Rate above. Calculations must be provided on the following pages. Calculations will be utilized solely in evaluating the Bidder’s understanding of the financial elements related to the contract requirements. A contract, if awarded, will utilize this Per Diem Rate, Best and Final Offer or a Revised Per Diem Rate requested by the NJDOC for a reduced number of beds pursuant to Section I, 7.2 and 7.3.

BIDDER’S CERTIFICATION

I certify that the costs included in the Essential Services Calculation above represent only allowable costs that are attributable to the program.

Allowable costs are identified in OMB Super Circular 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Print Name & Title	_____	_____
	Name	Title
Signature	_____	_____
	Chief Fiscal Officer or preparer of the Per Diem Rate calculation	Date

To view or obtain the OMB Super Circular, log on to:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

BIDDER'S PROPOSED PER DIEM RATE CALCULATIONS
ESSENTIAL SERVICES
ALLOWABLE COSTS

Agency Name: _____
Agency Address: _____
Program Name: _____
Program Address: _____
Program Type: _____

ALLOWABLE COSTS

Program Personnel Costs

Employee Salaries	\$	
Contracted Staff	\$	
Total Program Personnel Cost - Refer to page B-2		\$

Operating Expenses

Payroll Taxes	\$
Employee Fringe Benefits	\$
Rent for square footage used for the NJDOC program	\$
Equipment Rental & Maintenance (excludes General Purpose Equipment as defined in 2 CFR Part 200)	\$
Utilities	\$
Telephone/Postage	\$
Dues & Subscriptions	\$
Workers' Compensation	
Insurance	\$
General Liability Insurance	\$
Automobile and Other Vehicle Liability Insurance	\$
Household Supplies	\$
Food Service Costs	\$
Program Supplies	\$
Licenses/Permits	\$
Tolls	\$
Mileage @\$.47 per mile (Circular No. 23-02-OMB)	\$
Accounting Fees	\$
Legal Fees	\$

Other Expenses Not Identified Above (Submit an itemized list below or on an additional schedule which must be affixed to and submitted with this schedule). Itemization of any salary specific costs must include employee name, title, salary and percentage charged to this Contract.

_____	\$
_____	\$
_____	\$

Total Operating Expense	\$
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BIDDER'S PROPOSED PER DIEM RATE CALCULATIONS
ESSENTIAL SERVICES (CONTINUED)
ALLOWABLE COSTS

TOTAL ALLOWABLE EXPENSES		\$
Total number of proposed beds		
PROPOSED PER DIEM RATE – ESSENTIAL SERVICES		\$

BIDDER’S PROPOSED PER DIEM RATE CALCULATIONS
ESSENTIAL SERVICES
PROGRAM PERSONNEL COST

Agency Name: _____

Agency Address: _____

Program Name: _____

Program Address: _____

Program Type: _____

Direct Care Workers/Counselors Employees	Hrs per Wk	Employee Annual Salary	Contracted Staff Cost
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
Contracted Staff (specify title)			\$ _____
_____	_____		\$ _____
_____	_____		\$ _____
Subtotal Direct Care staff		\$ _____	\$ _____
Program Support Staff			
Employees			
	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	
Contracted Staff (specify title)			\$ _____
_____	_____		\$ _____
_____	_____		\$ _____
Subtotal Program Support staff		\$ _____	\$ _____

BIDDER’S PROPOSED PER DIEM RATE CALCULATIONS – ESSENTIAL SERVICES (CONTINUED)
PROGRAM PERSONNEL COST

Administrative Staff Employees	Hrs per Wk	Employee Annual Salary	Contracted Staff Cost
Facility Program Director		\$	
Office Manager		\$	\$
Receptionist		\$	\$
Bookkeeper		\$	\$
Clerk Typist		\$	\$
		\$	\$
Subtotal Program Administrative staff		\$	\$
TOTAL PROGRAM PERSONNEL COST		\$	\$

BIDDER’S PROPOSED PER DIEM RATE CALCULATIONS
ESSENTIAL SERVICES
BIDDER’S STAFFING PROPOSAL

Agency Name: _____ Date: _____

Program Name: _____

Program Type: _____

<u>Position/Title</u>	<u>Full or Part Time</u>	<u>Hours per Week</u>	<u>Annual Salary</u>
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Total Salaries: \$_____

Attach additional sheets as required.

SECTION II

State of New Jersey Department of Corrections Request for Proposal Residential Community Release Program(s)

Statement of Work

1.0 Performance Requirements

This Statement of Work sets forth the contract performance requirements managing and operating a Residential Community Reintegration Program (RCRP). The Contractor shall ensure that the Facility is operated in a manner consistent with the mission of the NJDOC, as set forth in Section I, 2.0, A.

Unless otherwise specified, all plans, policies and procedures, including those identified in the American Correctional Association (ACA) Performance Based Standards for Adult Community Residential Services shall be developed by the Contractor and submitted in writing to the OCP for review and approval. These must include a policy and procedure to address IP accountability and deter IPs from leaving the Facility or an authorized site without authorization. For new Contractors, these policies and procedures must be reviewed and approved by the NJDOC thirty (30) days prior to the service commencement date. For all other Contractors, the submission deadline for policies and procedures is thirty (30) days following the service commencement date. The Contractor shall enforce compliance with all such policies and procedures and obtain permission from the NJDOC prior to making any changes to the approved policies and procedures.

Unless otherwise indicated, the Contractor shall furnish all personnel, management, equipment, supplies and services necessary to perform all aspects of the Contract in a timely manner.

Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred in providing the services outlined in this Contract.

The Contractor shall have a working fax machine and Internet capabilities. The fax number and staff e-mail addresses shall be provided to OCP and updates to e-mail addresses shall be reported timely throughout the Contract period.

1.1 General Administration

Unless otherwise specified in this Statement of Work or by the OCP, the Contractor is required to perform in accordance with the most current edition of the ACA Performance Based Standards for Adult Community Residential Services.

1.2 ACA Accreditation

- A. Any current RCRP Contractor of the NJDOC must be ACA accredited at the time of bid submission. New Contractors will be required to enter into the initial ACA accreditation process by beginning the applicant status phase within 90 days of the contract commencement date. ACA accreditation must be obtained within 18 months of program service commencement. The Contractor shall maintain continual compliance with all ACA Standards and supplements during the performance of the Contract, unless otherwise specified by the NJDOC. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the Contract, including any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 18 months of program commencement or to maintain the accreditation if already in place, may, at a minimum, result in liquidated damages and/or contract termination.

2.0 Quality Control Plan and Quality Assurance

2.1 Contractor's Quality Control Plan

- A. The Contractor is responsible for developing and administering a comprehensive quality control plan which ensures that all requirements of this Statement of Work are met. Quality control shall be implemented when performance begins. The plan shall identify deficiencies in the quality of services throughout the entire scope of the Contract and implement corrective action before the level of performance becomes unsatisfactory.
- B. A complete Quality Control Plan (Section I, 6.2 Proposal Format and Content Part 3: Bid Response Requirements), addressing all areas of contract performance shall be submitted with the proposal. All proposed changes to the plan require the approval of the OCP Director or designee. The plan shall include, at a minimum:
 - 1. Specific areas to be inspected on either a scheduled or unscheduled basis or the method of inspection.
 - 2. The name(s) and position(s) of the individual(s) responsible for the inspection, their qualifications, and the extent of their authority.
 - 3. Procedures for written and verbal communication with the NJDOC regarding the performance of the Contract.
 - 4. Specific surveillance techniques for each contracted service identified in the Statement of Work and each vital function identified in the ACA Performance Based Standards for Adult Community Residential Services.

5. Procedures for the Contractor and the NJDOC staff to investigate complaints and feedback to the NJDOC on the actions taken to resolve such complaints.
- C. A file of all inspections, inspection results, and any corrective action required and/or taken, shall be maintained by the Contractor through the terms of the Contract. This file shall be made available to the NJDOC upon request.
 - D. The Contractor is required to report findings and follow-up actions to the NJDOC on a semi-annual basis (Section II, 2.3 Semi-Annual Performance and Compliance Report) and discuss these findings at the Semi-Annual Performance and Compliance Review Committee meetings (Section II, 2.4 Semi-Annual Performance and Compliance Review Committee).
 - E. Failure by the Contractor to maintain adequate quality control can result in liquidated damages and/or termination for cause.
 - F. All Contractor activities to be performed under all parts of the Contract shall be accomplished in consultation with and with the approval of the OCP.

2.2 Contractor's Outcome Measurement Plan

A written Outcome Measurement Plan (Section I, 6.2 Proposal Format and Content Part 3: Bid Response Requirements) shall be submitted with the proposal. Outcome measurement is the regular, systematic tracking of the extent to which program participants experience the benefits or changes intended. It is a process for determining whether or not an organization's activities are making a difference in the lives of the people they serve. Ideally, outcomes will be used as the basis for ongoing discussions among the Contractor's outcome measurement work group, board members, staff, volunteers, and service recipients. Outcome measurement implementation should be approached to develop corrective action or ongoing efforts to improve program provision and other RCRP services so that the greatest number of program participants experience the benefits or changes intended to the greatest degree possible.

The Contractor must follow up on the findings of the Outcome Measurement Plan (OM Plan) to ensure that effective corrective actions have been taken, including, at a minimum, policy revisions, procedural changes, educational activities, and follow-up on recommendations or determine that additional actions are no longer indicated or needed. The Contractor must report findings and follow-up actions to the NJDOC semi-annually (Section II, 2.3 Semi-Annual Performance and Compliance Report).

2.3 Semi-Annual Performance and Compliance (PC) Report

The Contractor shall prepare a Semi-Annual Performance and Compliance (PC) Report. This report must be submitted to the Contractor's Board of Directors and to the OCP Director within fifteen (15) Calendar days after the sixth (6) month, twelfth (12) month and eighteen (18) month anniversary dates of the Service Commencement Date. A PC Report is also required fifty (50) days prior to the twenty-four (24) month

anniversary date of the Service Commencement Date. A reporting schedule is indicated below and includes reports that would be required during a contract extension period if granted.

Report No.	Reporting Period	Due Date
1	Month 1 - 6 (July - Dec.)	January 15
2	Month 7 - 12 (Jan. - June)	July 15
3	Month 13 - 18 (July - Dec.)	January 15
4	Month 19 - 22 (Jan. - April)	May 12
5	Month 23 - 30 (May – Dec.)	Jan 15
6	Month 31 – 36 (Jan - June)	July 15

The Contractor may select the format for reporting the results of the Outcome Measurement Plan in the PC Report. However, if the American Correctional Association's (ACA) Adult Community Residential Services (ACRS) Outcome Measurement Worksheet is provided to demonstrate progress toward outcome measures, the narrative must address highlights, deficiencies found and recommendations for corrections or improvements. Deficiencies jeopardizing IP and staff safety must be reported to the Governing Authority and the NJDOC immediately upon discovery.

Contractor compensation for the Per Diem Rate may be delayed until the NJDOC receives a complete Semi-Annual PC Report with required exhibits.

2.4 Semi-Annual Performance and Compliance (PC) Report Review

The NJDOC will gather program level of service and outcome information through the Monthly Indicator Reports and from data provided semi-annually by all of the RCRPs to assist the NJDOC in determining compliance with the Statement of Work and how well the NJDOCs' goals are being met. The NJDOC has and will continue to gather data and work collaboratively with the Contractor(s) to review the results and work toward improvements.

A formal performance and compliance review committee meeting may be coordinated by the NJDOC semi-annually after the Contractor's submission of the PC Report if the Contractor's submission is incomplete or clarification is required regarding any aspect of the report requirements. The committee may include NJDOC representatives from the Division of Programs and Reintegration Services, Office of Community Programs, the Special Investigations Division, the Special Operations Group, the Division of Operations, custody, and religious services. The Contractor may be required to bring additional documentation to the committee meeting and should be prepared to discuss selected incidents during the past six (6) months. The Contractor(s) will be required to submit data as requested.

2.5 NJDOCs' Quality Assurance Role and Responsibilities

A. Compliance, Monitoring and Corrective Action Provisions

The OCP is responsible for the monitoring of the contracted programs through continuous site visits and the utilization of a quarterly evaluation tool.

The Contract Compliance Unit, within the OCP, utilizes a Contract Compliance Report evaluation tool to monitor the programs. The Contract Compliance Report audit may be utilized bi-annually. The Contract Compliance Report includes over 300 standards across the following areas:

Section I: Operations

- Standards for Facility
- Prison Rape Elimination Act
- Food Service
- Ombudsperson Correspondence
- Safety and Security
- Testing for Prohibited Substances

Section II: Physical Plant

- Federal, State, and Municipal Codes and Licensing
- Physical Plant
- Building Maintenance
- Vehicles
- Facility Appearance and Cleanliness

Section III: Medical

- Medical

Section IV: Incarcerated Person Accountability

- Incarcerated Person Accountability

Section V: Program Service

- Program Service
- Religious Services

Section VI: Financial Obligations

- Financial Obligations

Section VII: Incident Follow-up

- Incident Follow-up
- Escape/Walkaway Policies and Prevention
- Escape Follow-up

Section VIII: Incarcerated Person Visitation Protocols

- Incarcerated Person Visitation Protocols

Following completion of the Contract Compliance Report audit, the NJDOC will host a meeting with the Contractor to review the evaluation of performance. The Contractor will be required to submit a corrective action plan to address non-compliant standards.

The NJDOC reserves the right to conduct announced and unannounced inspections of any aspect of contract performance at any time and by any method in order to assess contract compliance.

1. OCP Outcome Measures

The NJDOC will collect and analyze specific program outcome information with the goal of obtaining a clear understanding of the outcomes for IPs assigned to a RCRP; as well as, assessing the Facility safety and IP accountability. Program outcome information is reported to OCP by the Contractor monthly through the Monthly Indicator Report and semi-annually through the PC Report. The Semi-Annual PC Report must include data for the benchmarks in the section below.

Specifically, the NJDOC will focus on outcome measures pertaining to IP community adjustment, employment, education, vocational training, social functioning, substance use disorder treatment, re-entry assistance and Facility safety. The NJDOC recognizes that the diversity of IPs will have an impact on the outcomes and will ensure that the numerous variables (such as age, prior arrests, nature of offense, the IPs level of risk, the geographic location of the RCRP, etc.) are taken into account when analyzing the data. The Contractor shall work collaboratively with the NJDOC to improve outcome measures over the term of the Contract.

2. Benchmarks

Benchmarks are established to aid the NJDOC and the Contractor in measuring Contractor performance and analyzing outcomes. Specific benchmarks for which the RCRP is required to collect and report data to the NJDOC during the Contract period include, but are not limited to the following:

- 80% of all IPs in the educational, vocational training and work release phase shall be enrolled in school or vocational training or employed;
 - Benchmark is evidenced by RCRP Monthly Indicator Report, Semi-Annual PC Report and audits of employment and school data
- Within 60 days of arrival at a RCRP, 100% of IPs who do not have a high school diploma or equivalency certificate shall be enrolled in Adult Basic Education, unless a Waiver of Adult Basic Education is signed and submitted to the NJDOC;
 - Benchmark is evidenced by the RCRP Monthly Indicator Report, Semi-Annual PC Reports and audits of employment and school data

- 100% of employed IPs shall pay the NJDOCs' required percentage of their net wages toward maintenance fees each weekly or bi-weekly pay period;
 - Benchmark is evidenced by maintenance fees collected by the RCRPs and audits of maintenance fee collections
- 100% of employment and/or education site visits shall be conducted once every 45 days for each IP's work and/or school site;
 - Benchmark is evidenced by site visit entries on the RCRP Weekly Employment Spreadsheet and employment site visit records
- 100% of IP Discharge/Aftercare plans shall be completed no later than 90 days prior to parole or completion of sentence, reviewed with the IP, and include the IP's signature. Note, in the rare instance that an IP will be paroled or be released at maximum expiration of sentence from an Assessment and Treatment Center, 100% of Discharge/Aftercare Plans for such IPs shall be completed prior to release;
 - Benchmark is evidenced by each IP having a discharge plan
- 90 days prior to release, 100% of IPs shall complete the referral form for New Jersey Locally Empowered, Accountable and Determined (NJLEAD) community partner agencies to access reentry services;
 - Benchmark is evidenced by the NJLEAD referral form for each IP
- 45 days prior to release, 100% of IPs shall be afforded the opportunity to apply to NJHELPS for determination of benefits through NJ Family Care, Work First New Jersey (WFNJ), Temporary Assistance to Needy Families (TANF), General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP);
 - Benchmark is evidenced by the NJHELPS offer form for each IP
- 45 days prior to release, 100% of IPs who accepted the offer to apply to NJHELPS, shall be afforded the opportunity to apply;
 - Benchmark is evidenced by the confirmation number generated through NJHELPS
- 45 days prior to release, 100% of IPs shall be afforded the opportunity to apply for affordable healthcare through the Affordable Care Act; and

- Benchmark is evidenced by the NJDOC Fair Release and Reentry Act 2009 Supplemental Form that is signed by RCRP staff and the IP and submitted to OCP within 24 hours of release
- Within 60 days of arrival at a RCRP, 100% of all eligible IPs (excluding IPs in the Assessment and Treatment Center) shall be assisted in obtaining a NJ Motor Vehicle Commission (MVC) Non-driver Photo ID Card through the NJDOC and the NJ MVC Identification Program.
 - Benchmark is evidenced by NJDOC Fair Release and Reentry Act 2009 Supplemental Form that is signed by RCRP staff and the IP and submitted to OCP within 24 hours of release

The Contractor's failure to meet the established benchmarks may result in the NJDOC taking the steps set forth in Section II 2.5 (3).

3. Deficiencies

The Contract Compliance Unit will identify areas where the Contractor is non-compliant with a Statement of Work requirement and cooperatively discuss those areas with the Contractor. If the deficiency is not immediately resolved, the Contract Compliance Unit Supervisor/or designee will require a corrective action plan to be prepared and submitted within ten (10) Business days.

If a corrective action plan is not received and/or subsequently implemented, the Contract Compliance Unit Supervisor may recommend to the OCP Director/or designee that a Notice to Correct the deficiency be sent to the Contractor within 15 Business days to correct the deficiency and send the report to the Director.

If the Contractor fails to correct the deficiency within 15 Business days after receiving the Notice, a recommendation for liquidated damages may be made in accordance with Section III, 1.6 (C), Liquidated Damages.

4. Compliance and Monitoring Methods

The NJDOC may utilize various inspection techniques (100% surveillance, random sampling, unscheduled inspections, etc.), as well as information from the PC Reports to determine the quality of service, deficiency and/or the total amount of liquidated damages related to the deficiency. Site visits by the Contract Compliance Unit may include facility tours, benchmark data review, and IP interviews. Audits of scope of work requirements such as medication, food service, prohibited substance testing and IP's payment of financial obligations are conducted on-site or through review of the Contractor's management information system.

Each phase of the services rendered under this Contract is subject to NJDOC inspection both during the Contractor's operations and after the tasks are completed. The Contractor shall be advised of the results of these inspections in writing and shall respond in writing to the NJDOC with the corrective and/or preventative actions taken.

5. Specific Facility Searches

Specific Facility searches, including cellular phones, drug and drug paraphernalia, and other Contraband searches utilizing the NJDOC's Special Investigations Division (SID), Special Operations Group (SOG) and the canine force, may be conducted whenever a search is deemed necessary and appropriate by the NJDOC. No notice to the Contractor shall be required for a specific Facility search. The timing of any specific Facility search is at the sole discretion of the NJDOC. RCRP staff shall not impede or obstruct these operations.

3.0 Non-Profit Corporation or Association and Governing Body

Pursuant to N.J.S.A. 30:4-91.2, the RCRP must be a non-profit corporation or association. The non-profit must be organized and conduct its affairs in accordance with the laws of New Jersey. The non-profit must have a board of trustees, board of directors or other governing body consistent with applicable law (Governing Body). In addition to the duties required by law, and by the non-profit's by-laws, constitution, or other governing principles, the Governing Body must be responsible for, at a minimum, the following:

3.1 Community Relations Advisory Board

Pursuant to N.J.S.A. 30:4-91.12, the Contractor shall be required to establish a Community Relations Advisory Board. The Governing Body shall be responsible for establishing the Community Relations Advisory Board with membership that reflects the community in which the RCRP is located. The Governing Body shall ensure that the Community Relations Advisory Board meets at a minimum of bi-annually to address any community relations issues that may arise from time to time. Contractor shall provide copies of the Community Relations Advisory Board meeting minutes to the NJDOC as outlined in Section II, 9.10 Program Reports/Forms.

The Bidder shall not include names of the Community Relations Advisory Board members in the bid response. Prior to contract awards, the OCP will request this information from the Bidders.

NJDOC staff from the Division of Programs and Reintegration Services or the Division of Administration shall be precluded from participating on the Community Relations Advisory Board.

3.2 Oversight of Semi-Annual Performance and Compliance (PC) Reports

The Governing Body shall oversee the PC Reports as set forth in Section II, 2.3.

3.3 Appointing Authority

The Governing Body shall be the appointing authority for the Facility Program Director and shall have the authority to review the performance of and remove the Facility Program Director.

3.4 Conflict of Interest Policy

The Governing Body shall have in effect a conflict of interest policy, which must be substantially similar to that which is required by the IRS pursuant to section 501 (c) (3) of the Internal Revenue Code and available from the IRS as Appendix A to the instructions for Form 1023 at [http: www.irs.gov/instructions/i1023/ar03.html](http://www.irs.gov/instructions/i1023/ar03.html). For all decisions made by the Contractor regarding the decision to subcontract and the selection of a Subcontractor, the Contractor must demonstrate compliance with the conflict of interest policy.

4.0 Subcontracting

4.1 Responsibility

Should the Contractor use a Subcontractor(s) to fulfill any of its obligations, the Contractor shall be responsible to the NJDOC for the Subcontractor's: (a) performance, (b) compliance with all of the specifications, terms and conditions of the Contract, and (c) compliance with all applicable laws.

4.2 Subcontractor Utilization Plan

All Bidders who intend to utilize a Subcontractor to provide goods or services to fulfill some of its obligations under this RFP shall complete the Subcontractor Utilization Plan (Exhibit N). For example, a substance use disorder treatment services provider, medical provider or food service provider shall be considered a Subcontractor whereas an office supply company, copy machine lessor or trash removal service is not. The Bidder must provide a detailed description of the services to be provided by each Subcontractor, referencing the applicable Section or Subsection of this RFP.

Bidders that engage a single Subcontractor to provide more than fifty percent (50%) of contract value must submit, as part of their Subcontractor Utilization Plan, a comprehensive contingency plan addressing the continuation of services in the event that the Subcontractor fails to perform services for any reason.

4.3 Documented Experience

The Bidder shall provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and

scope to the work that the Subcontractor is designated to perform in the Bidder's proposal.

4.4 Key Decision Makers and Managers

The Contractor shall directly employ key decision makers and managers, including the Facility Program Director(s), Site Administrator(s), Deputy Director(s), Quality Assurance Director(s), Operations Manager(s), Clinical Director(s), Assistant Director(s) and Medical Director(s). These key decision makers and managers may not also work for a Subcontractor in positions also related to the work of this Contract or the subcontract between Contractor and the Subcontractor.

4.5 Prior NJDOC Approval

The Contractor shall be required to obtain written NJDOC approval prior to entering into any new subcontract or changing Subcontractors during the term of the Contract. See Section III, 1.2, Assignment and Subcontracts.

5.0 Facility Physical Plant and Operational Requirements

5.1 Ownership

The Contractor must own or lease the Facility of the proposed RCRP. The ownership of the Facility and the property on which it is located must be disclosed to the NJDOC. Proof of ownership must be available in the Facility or at a designated location. If the Contractor is leasing the property, the lease must cover the time period of the Contract. The Contractor must submit a copy of the lease agreement to the NJDOC. Any proposed change in ownership must be reported to the NJDOC in writing at least 30 Calendar days prior to the change.

No Facility may be owned, managed, or operated by any person convicted of a crime relating adversely to that person's capability of owning, managing, or operating the Facility; including but not limited to, crimes enumerated in Executive Order 34 (Byrne).

5.2 Sleeping Units

Socially distanced sleeping units are a Contract requirement at all times and are not pandemic specific. Bunks must be arranged to provide 6 feet in all directions and arranged so that IPs sleep head to foot to increase the distance between their faces. All multiple occupancy sleeping units shall contain a minimum of 25 square feet of unencumbered floor space per IP. The requested contract capacity of the bid proposal shall not prohibit this requirement from being met.

5.3 Computer Lab

A Facility computer lab is required to reduce IP movement in community academic settings where supervision and contact are limited, expand enrollment opportunities, and ensure the continuation of learning during a pandemic. Equipment and Internet

controls should be in place to safeguard against unauthorized Internet use and contact with the public. Cameras should aid the staff's ability to monitor computer use.

5.4 Americans with Disabilities Act, Title III

Bidders shall outline the specifics of Facility compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, Title III, Public Accommodation.

Bidder's must address whether or not their Facility has ADA compliant sleeping unit and lavatory accommodations and access for full participation in services and programs for IPs who are full-time wheelchair users. The Bidder shall indicate how many IPs who are full-time wheelchair users can be accommodated at one time. The Bidder shall also indicate the number of vehicles maintained in the RCRP's vehicle fleet accessible for wheelchair users.

5.5 Disclosure of All Programs and Non-NJDOC Populations on the Facility Property

The Bidder must disclose all programs and non-DOC populations who reside on the Facility property through contracts with other government agencies and indicate the term of the contract(s). The location and proximity of other populations in the Facility to the NJDOC population must be described as well as the strategies and physical barriers in place to maintain site and sound separation of the populations.

5.6 Facility Exterior and Perimeter Security

The Bidder shall describe the Facility's exterior security pertaining to door(s), window(s), cameras and the perimeter. If local ordinances related to building and zoning regulations prohibit exterior fencing, the Bidder should include this information in the proposal.

5.7 Licensure

All contracted facilities must meet all applicable licensure requirements of the Federal, State and local governing bodies.

5.8 Standards

Any matter or requirement essential for the structural safety of a Facility or essential for the safety or health of the IPs thereof or of the public shall be the subject of determination by the building or other inspection authorities and the NJDOC.

5.9 Contractor's Obligation to Maintain the Facility, Vehicles, Property, Equipment and Furnishings

The Contractor shall timely maintain the property on which the Facility is located, the Facility, vehicles, personal property, equipment, furnishings and building systems within the Facility. Facility property maintenance shall include trash removal, grounds keeping, exterior maintenance, quarterly rodent inspections and annual termite

inspections. The Contractor shall repair or replace all vehicles, personal property, equipment, furnishings, systems, etc., that are not working or have been damaged, destroyed or lost and repair holes in the walls or ceilings created for the concealment of Contraband within a reasonable period of time as determined by the applicable licensing authority, ACA, and/or the NJDOC.

If the Contractor fails to comply with its obligations under this paragraph, the Contractor will be notified, in writing, by the NJDOC. The Contractor must promptly comply with its obligation to maintain the Facility and property in good repair and perform corrective action within a 15-calendar day period of time unless otherwise specified on the written notice. If the Contractor fails to comply with the written notice the State may, but is not obligated to, make the repair and withhold the expense of such repair or replacement from amounts due the Contractor. In addition, the Contractor's failure to comply may result in reduced per diem payments or termination of the Contract. The State shall be considered to have, and the Contractor shall be considered to have granted a license to the State or its agent(s), to enter onto the Contractor's property, whether owned or leased, at reasonable times and without notice to the Contractor, in order to make any repair in accordance with this paragraph.

5.10 Utilities and Taxes

The Contractor must timely pay all taxes and utility costs associated with or necessary for the performance of the work of this Contract including, but not limited to, water, gas, sewage, and electricity.

5.11 Sounding Devices

The Contractor must affix a sounding device to either the outside of the door or to the adjacent exterior wall for use in the event that a person is unable to re-enter the building. The sounding device must ring in an area staffed 24 hours a day.

5.12 Smoke-Free Environment

All smoking and vaping shall be prohibited by IPs both inside and outside of any NJDOC contracted Facility. **"NO SMOKING"** signs shall be posted within and outside of the Facility in full view of IPs, staff and visitors. The Contractor must also post a **"NO SMOKING"** sign in all sleeping units, designated visiting areas, and in office space areas occupied by staff.

Staff and visitors are only permitted to use a tobacco product outside of the Facility in designated smoking areas.

Under the smoke-free environment policy and procedures for NJDOC contracted Facilities, all tobacco products and related paraphernalia are considered Contraband. No person is authorized to possess tobacco or related paraphernalia within the secure perimeter of any NJDOC contracted Facility (beyond the secure entry point).

The Contractor shall offer smoking cessation support services for IPs in the Facility who are in need of such programming and describe these smoking cessation services

in the Bidder's proposal. Nicotine lozenges shall remain as an alternative on the IP commissary.

5.13 Parking

One designated parking space shall be available on a 24 hour/7 day per week basis for use by NJDOC personnel and clearly delineated as such. Parking shall be available for Contract staff and for visitors. Public parking can be used and it is understood that parking expenses shall be the sole responsibility of the Contractor. The NJDOC shall make no reimbursement for parking. Parking spaces shall comply with the Americans with Disabilities Act.

5.14 Central Control Room

The Facility shall have a Central Control Room that shall, at a minimum, be equipped with a telephone with caller I.D. to monitor incoming calls, radios, a key control system, monitoring screens for all cameras, a computer terminal(s) with access to the Management Information System, and medical disposal for sharps (unless the Facility has a medical department). The Central Control Room shall be staffed at all times and fully operational 24 hours a day, seven days a week. It shall serve as the focal point for Facility management, observation and control of all IP movements. Central Control Room personnel must have sufficient training to access, review and download video footage within 24 hours of NJDOC request. Cameras shall be positioned to prohibit viewing by IPs. A sign prohibiting IP entry shall be posted on the entry door to the Central Control Room.

5.15 Supervised Holding/Cell Area

All holding/cell areas in the RCRPs are decommissioned. At no time should an RCRP staff member knowingly and or purposely endanger themselves, other individuals within the Facility, or members of the public. RCRP staff shall refrain from interfering with or assisting law enforcement personnel with physically detaining an IP or attempting to place an IP in a holding cell/area within the RCRP.

5.16 Facility Back-up Generators

The Contractor shall equip the Facility with a back-up generator during a power outage. The back-up generator must be of adequate wattage to provide the level of power needed to maintain electrical power to the Facility for a minimum of twelve hours. The back-up generator must be maintained in good working condition throughout the Contract. Record of bi-annual preventative maintenance checks of the Facility generator(s) shall be included with the Semi-Annual Performance and Compliance Report Exhibits (Section II, 9.10 Program Reports/Forms).

5.17 Management Information System (MIS)

The Contractor shall utilize a MIS to actively measure their performance and shall utilize the feedback to improve their program performance.

- A.** Electronic Case Management through a MIS shall be utilized to guide program development and staff performance and provide the IPs and the NJDOC with “real time” feedback on IP performance or progress with the IP’s treatment plan.
- B.** All Contractors shall have and maintain a MIS and input IP and staff information to include, at a minimum, the following:
 - 1.** Criminal risk score and criminogenic needs;
 - 2.** Type of services provided;
 - 3.** Specific services/treatment provided;
 - 4.** Status of the assigned service/treatment to include start and end dates (e.g. current, completion, failure);
 - 5.** Discharge information to include specific recommendations for aftercare and specific referrals that have been made to the community;
 - 6.** Employment and education information for IPs working or participating in education/training in the community;
 - 7.** Budget summaries and balances;
 - 8.** All approved IP movement and services outside the Facility must include essential accountability information such as: method of transportation (i.e. Contractor van, bus, or walk); PACT destination(s); Accountability Call times; scheduled return time; approved schedule changes, transport order for medical, etc.
 - 9.** Staff information (staff roster with start and end dates, length of time positions are vacant);
 - 10.** Prohibited substance tests administered to include date and results of each test, verification of Medically Assisted Treatment status by an OCP supervisor, date presumptive positive test was delivered to the State lab, and
 - 11.** Disciplinary charges issued, the date the charges were delivered to the Regional Institution and who signed for the charges;
 - 12.** Infractions, first cell phone violations, and any imposed in-house disciplinary sanctions including demerits and behavior contacts; and
 - 13.** Dates and times of formal counts and facility tours.

5.18 Prior Approval of New Programs

The Contractor shall provide notification of intent to respond to a Request For Proposal, grant solicitation, or other funding opportunity that would result in adding a non-NJDOC population on the existing property. Written notification of intent to serve a non-NJDOC population on the existing property shall be forwarded to the Assistant Commissioner of the Division of Programs and Reintegration Services as soon as possible, but no later than ten (10) Business days prior to the proposal due date for NJDOC review.

5.19 Pandemic Operational Preparedness, Prevention and Management

During the COVID-19 Public Health Emergency, Contactors of RCRP services were required to develop written operating plans for preventing and managing the Facility and IPs during a pandemic emergency. Written operating plans were guided by the U.S. Centers for Disease Control and Prevention (CDC) and the NJ Department of Health (NJDOH) guidelines, the Governor's Executive Orders and NJDOC Directives. On May 11, 2023, the COVID-19 Public Health Emergency Declaration expired. Lessons learned during the COVID-19 Public Health Emergency necessitate the availability and maintenance of written operating plans for managing a public health crisis. The Contractor shall maintain general written operating plans for preparedness, prevention and management of a pandemic. The written operating plans shall include staff training, communication plans for disseminating critical information, proper hygiene practices, supplies and Personal Protective Equipment (PPE) preparations, sanitation, health screening, staffing, temporary quarantine, social distancing, remote learning and religious services. The written operating plan shall be available to the NJDOC upon request. Within 60 days of contract award, new Contractors will be assisted by the OCP in preparing the general written operating plans for managing a public health crisis.

In the event of a pandemic outbreak, as determined or declared by the CDC, the Contractor will be provided guidance from the NJDOC on managing the IP population and will be required to update written operating procedures to reflect and implement that NJDOC guidance. During a pandemic, the Contractor shall comply with NJDOC Directives for mitigation of harm from the pandemic to the IPs, and RCRP and NJDOC staff.

6.0 Staffing

6.1 Appointment of Facility Program Director

Each distinct NJDOC-contracted program shall have its own designated Facility Program Director. The Facility Program Director shall be full-time and 100% dedicated to one NJDOC-contracted program only. For example, if the Contractor is awarded two Contracts within close proximity to one another, each NJDOC-contracted program must be supervised by a separate Facility Program Director. Another example is if the Contractor serves another population at the same Facility, the Facility Program Director may not also supervise the non-NJDOC population. The Facility Program Director shall be accountable to the Governing Body of the

non-profit. The Facility Program Director, or an alternate, who shall be designated in writing to act in the absence of the Facility Program Director, must be available in the Facility, and to the NJDOC, at all times.

The Facility Program Director must be a full-time employee of the Contractor and have, at a minimum, a baccalaureate degree and four years of full-time or full-time equivalent, administrative or supervisory experience in a community based residential program, substance use disorder treatment program or corrections program. The Facility Program Director must have direct and relevant program experience with the offender population. A Master's degree may be substituted for two years of work experience. The resume, copies of a diploma or college transcripts, and professional certification(s) or license(s) of the Facility Program Director must be submitted with the bid response.

The Contractor agrees and understands that the NJDOC's contract award is predicated in part on the utilization of the Facility Program Director identified in the bid proposal. Therefore, the Contractor agrees that no substitution of the Facility Program Director, either through an interim or permanent designation, shall be made without the prior written approval of the NJDOC. The Contractor must explain extenuating circumstances and update the hiring plan to the OCP Director if a permanent replacement for the Facility Program Director is not identified within 60 days of the vacancy and every 30 days thereafter until a permanent replacement is hired.

The Contractor shall advise the NJDOC, in writing, of any secondary employment maintained by the Facility Program Director. The Facility Program Director shall not have any secondary employment with any Subcontractor of the RCRP in a position related to the work of the subcontract.

6.2 Other Key Decision-Making Staff

The Contractor shall directly employ key decision makers and managers, including the Facility Program Director(s), Deputy Director(s), Clinical Director(s), Assistant Director(s), Site Administrator(s), Quality Assurance Director(s), Operations Director(s) and Medical Director(s). These key decision makers and managers may not also work for a Subcontractor in positions also related to the work of this Contract or the subcontract between Contractor and the Subcontractor.

6.3 Substitution of Key Decision-Making Staff

If, during the term of the Contract, the Contractor cannot provide the key decision-making management and supervisory staff as proposed, the Contractor shall arrange for immediate substitute management and personnel, but shall not make any changes until the NJDOC approves the substitution. The request shall include detailed resume qualifications and justification, which shall be forwarded to the OCP Director for written approval prior to any personnel substitution. Submission of the background clearance application and clearance approval by the NJDOC is required to occur prior to the review of resume qualifications and justification by the OCP Director. The

Contractor acknowledges that every commercially reasonable attempt shall be made to maintain the personnel listed in the response proposal.

6.4 Staff Qualifications

All staff that require licensure, certification, or authorization to provide services shall be currently licensed, certified, or authorized to provide these program services under the laws or rules of the State of New Jersey and/or the applicable standards of the appropriate Professional Licensing Board(s).

6.5 Substitution of Subcontractor

If the primary Contractor desires to substitute a Subcontractor with greater than fifty percent (50%) of the contract value, the primary Contractor must identify the organization, officers, and the contractual agreement to be made, which shall be forwarded to the OCP Director for approval prior to the commencement of any work by the recommended substitute Subcontractor. Additionally, the State of New Jersey reserves the right to request that a Subcontractor be replaced at any time during the performance of the Contract with an equal or superior Subcontractor. The NJDOC shall not unreasonably withhold approval of any substitution under this section.

6.6 Food Supervisor/Cook

The Contractor must provide adequate staffing and the position(s) should be reflected in the Per Diem Rate Calculations (Section I, Bidder's Proposed Per Diem Rate Calculations and Per Diem Rate Calculation Instruction Sheet). IPs may be utilized to assist in preparing and serving meals as a house chore and/or vocational training tool; however, such work activity must not replace skilled labor or professional services that the Contractor would be required to provide. If a Subcontractor provides the food service personnel, the food supervisor/cook positions must not be included in the personnel section of the Per Diem Rate Calculation.

6.7 Teachers

If the Contractor employs a teacher(s), the teacher(s) must possess a valid NJ Standard Teacher's Education Certificate or Permanent Endorsement, issued by the Board of Examiners of the NJ Department of Education. It must authorize instruction in subject areas appropriate to the teaching assignment, as determined by the approved diagnostic assessment of the NJ Department of Education or the Department of Labor and Workforce Development. The teaching certificate(s) may vary based on the student population's needs and the content areas. These certifications and teacher resumes must be submitted with the bid proposal (Section II, Proposal Submission and Instructions, Part 3: Bid Response Requirements) and upon consideration of a substitute teacher when a vacancy occurs for review by the NJDOCs' Office of Educational Services. Teachers must maintain/participate in state-required annual continuing education credits.

6.8 Staffing Pattern

6.8.1 General Staffing Requirements

The Bidder shall list all staff titles and the number of personnel in each title that the Bidder has included in the Essential Services Cost Proposal.

The Contractor shall also provide a work schedule clearly defining the duty hours of each staff member and indicate whether the staff member is full-time, part-time, per-diem, or hired on a consulting basis. Full-time employment is defined as a minimum of 35 working hours per week. Part-time staff; including per-diem and consultants, must not exceed 20 percent of the total number of positions for the Facility unless prior approval has been obtained from the NJDOC. The staffing pattern is subject to approval by the NJDOC prior to the service commencement date.

The Contractor shall develop and maintain a written job description for each position in the staffing pattern, including at minimum, job title, responsibility, and required minimum experience and education. Any staff identified as accountability staff for the purposes of meeting the IP to staff ratio, must have IP accountability functions included in their job description (Section II, 6.8.2 Accountability Staff). Any updated job descriptions shall be forwarded to the OCP Contract Administration Unit as attachments to the Quarterly Staffing Roster.

Ideally, staffing patterns at all levels of the treatment process shall reflect the population (culturally, ethnically, linguistically, and gender-specific) and communities served, from clerical staff through executive management. The Contractor shall have a plan for recruiting and retaining staff to be as consistent as practicable with this principle. The specifics of this plan must be outlined in the Contractor's proposal.

The Contractor must have an employee retention program designed to minimize staff turnover. The specifics of this program must be outlined in the Contractor's proposal.

Provisions must be made for substitute staff with equivalent qualifications to replace absent staff members.

6.8.2 Accountability Staff

The Bidder must detail the total number of accountability staff included in the staffing pattern including supervisory accountability staff.

Accountability staff shall be responsible for:

- accounting for each IP in the Facility and in the community on a "real time" basis;

- ensuring the safety and security of staff and IPs in the Facility;
- providing supervision and surveillance of the IPs, Facility staff and visitors as well as the Facility perimeter;
- ensuring that Contraband is not brought into the Facility;
- conducting Facility searches;
- conducting urine monitoring; and
- monitoring entry and egress of all IPs and visitors.

If the program has more than one physical location, the Contractor shall provide details in the staffing plan on the total number of accountability staff for each location and the minimum number of accountability staff that will be scheduled at any time of the day per week.

Facilities with an IP population of 40 or less shall maintain a minimum of at least three accountability staff on duty at all times. The number of accountability staff must increase proportionately to the number of IPs in the Facility at a ratio of 1:40. The accountability staff to IP ratio is outlined in the following table.

Number of Accountability Staff	Number of IPs
3	less than 40
3	40
4	80
5	120
6	160
7	200
8	240
9	280

The Contractor may request a decrease in the accountability staff to IP ratio if it can demonstrate that fewer staff are required due to such factors as the use of surveillance technologies, door and window alarms, Facility layout, and Facility sightlines. NJDOC must approve any deviation upon the commencement of a contract period.

Medical emergencies may occur, requiring an accountability staff member to escort an IP to the hospital. If the minimum ratio is not met, the Contractor is granted a maximum of two hours to secure the required accountability staff coverage.

In accordance with Directive No. PCS-2016-9-R1 Residential Community Release Program Male and Female Accountability Staff Requirements (Exhibit 2016-9-R1), if the Facility houses females, there must be a minimum

of one female accountability staff on duty at all times. If the Facility houses males, there must be a minimum of one male accountability staff on duty at all times. If a program consists of multiple buildings, the Contractor must ensure that the minimum accountability staff to IP ratio is met at all times in each building. The driver for IP transport must be the same gender as the IP population.

6.9 Volunteer Services

If volunteers are utilized, the Contractor must establish and implement written policies and procedures in accordance with N.J.A.C. 10A:17-2.18 (Exhibit A). Volunteers are subject to the same rules of conduct and criminal record screening as the Contractor's staff.

The Contractor must ensure that the Facility Program Director or designee is responsible for the direction, provision, and quality of the volunteer services. The NJDOC reserves the right to audit the Contractor's volunteer and religious services.

6.10 Employee, Volunteer, and Intern Criminal Record Screening

In accordance with NJDOC policy and procedures, the Contractor must provide the NJDOC with the required information to perform a pre-employment criminal record screening (background check) for all employees, volunteers, and interns of the Contractor's Facility. Directive No. PCS-2016-6-R3 Background Checks of RCRP Employees, Volunteers and Interns (Exhibit 2016-6-R3) outlines the submission, review and NJDOC approval or denial process. Applications for prospective RCRP employees are processed by the OCP. The NJDOC Office of Volunteer Services processes applications for prospective volunteers and interns. Prospective employees, volunteers, and interns shall not be permitted access to a NJDOC contracted Facility prior to clearance from the NJDOC.

Clearance for employees must be re-issued by the NJDOC every five years as required under the Prison Rape Elimination Act and prior to promotions. Clearance for volunteers must be re-issued every year for annual renewal.

The NJDOC mandates that any employee or volunteer who is arrested, incarcerated or issued a summons as a result of a crime or an offense must immediately advise the Facility Program Director prior to reporting to the Facility, but no later than 48 hours from the time of the incident. The Facility Program Director shall immediately report the incident to the OCP Director. Based on the type of offense, the employee or volunteer may be banned temporarily pending the adjudication of the charge(s).

6.11 Identification Cards for Contractor's Employees and Volunteers

The Contractor shall issue an identification (I.D.) to all employees and volunteers. The I.D. shall be renewable annually for the duration of the Contract. The Contractor shall be responsible for securing the return of each I.D. card upon the employee's or volunteer's separation from the RCRP. The I.D. card shall include:

- Employee's/Volunteer's photograph;
- Name;
- Title;
- Name of the agency and program; and
- Expiration date of the I.D. card.

This Contractor-issued I.D. does not imply that the contract employee is an employee or representative of the NJDOC.

All employees and volunteers must wear their Contractor-issued I.D. whenever they are at work or are visiting a NJDOC operated institution or program.

6.12 Notification of Change, New Hires and Separations

The Contractor shall notify the OCP Contract Administration Unit in writing of all personnel changes including new hires, promotions, separations and inter-agency transfers. The Contractor shall utilize the Notification of Staff Change Form, within 48 hours of the effective date of the personnel change. Separations for suspensions pending investigation and termination for violation of public or criminal laws or undue familiarity, also require a detailed report. Personnel changes shall also be reflected in the Contractor's Monthly Indicator Report to the OCP Contract Administration Unit.

Change in the Facility Program Director and other key decision-making and supervisory staff require additional notification, review and approval by the NJDOC (Section II, 6.3 Substitution of Key Decision-Making Staff). When a separation occurs, the change in the Facility Program Director requires immediate verbal notification to the OCP Director.

6.13 Staff Vacancies

The Contractor must make every effort to fill staff vacancies within 45 Calendar days of the vacancy. If the Contractor does not fill a vacancy within 45 Calendar days, the NJDOC may request a written plan for filling the position, along with copies of any advertisements, employment agency contacts, job fair participation, schedule of interviews, etc.

6.14 Notification of Special Incidents

In accordance with NJDOC policy and procedures, the Contractor must immediately advise the OCP of any incident that may negatively impact upon the program. If exigencies of the situation bar immediate notification, the OCP shall be contacted via telephone as soon as reasonably possible. The notification shall be provided by the Facility Program Director or the highest-level manager on-site in the Facility who has been appropriately trained in incident management and reporting. Incident

management and reporting shall include disciplinary returns, medical emergencies, furlough and escape policies and procedures. The RCRP on-call supervisor must be available to OCP via telephone if additional information is required.

The RCRP on-call supervisor must be a manager of the Contractor's NJDOC program. The Contractor is prohibited from assigning a manager of a non-NJDOC program to supervise the NJDOC population.

A completed and signed Special Incident Report Form is required to follow the initial notification of Special Incidents. The highest-level manager on-site in the Facility shall complete and submit the Special Incident Report within two (2) hours of the initial notification. An earlier deadline for the Special Incident Report Form may be imposed by the NJDOC; depending upon the severity of the incident. The completed, signed and scanned Special Incident Report shall be emailed to OCP from a staff email account and utilize correct nomenclature (Exhibit C).

6.15 Employee Conduct

In accordance with NJDOC policy, ADM.010.001 (Exhibit B), Standards of Professional Conduct, and as outlined below, the Contractor shall ensure that personnel policies define ethical and professional relationships that must be maintained between staff and IPs while under the supervision of the NJDOC.

Standards of employee conduct must include, at a minimum the following:

- Staff must not display favoritism or preferential treatment for individual IPs or groups of IPs;
- Staff must not engage in any undue familiarity, personal, or business relationship with any IP under active supervision or the IP's family or associate. For example, selling, buying or trading personal property or interacting through social media;
- Staff must value the human worth and dignity of all IPs through fair treatment, respect for the individual, recognition of diversity and the IP's rights;
- Staff must not verbally or physically abuse the IP; and
- Staff must not engage in any conduct that is criminal in nature or would discredit the Contractor or the NJDOC. The Contractor must ensure that the conduct of all employees is above reproach. Employees must avoid misconduct and the appearance of misconduct as well.

Staff must immediately report any violation or attempt to violate these standards of conduct to the Contractor's Facility Program Director. The Facility Program Director or designee is responsible for reporting the violation to the OCP as outlined in Section II, 6.14 Notification of Special Incidents. The Contractor will be advised if it should

begin its investigation or if the NJDOC will defer the matter to appropriate law enforcement.

- Investigation of non-criminal matters - Investigations of non-criminal matters may be investigated by the Contractor. Examples of non-criminal matters are a staff member providing food or cigarettes to an IP. The initial investigative outcome along with any evidence obtained in regard to the incident shall be reported as an update to the original Special Incident Report within 24 hours of the incident. The final investigative outcome report is due within 72 hours of the incident. The NJDOC may revoke the employee's clearance during the investigation process.
- Investigations of criminal matters – The NJDOC is responsible for investigating criminal matters and filing charges with the County Prosecutor. Examples of a criminal matter are a staff member providing a Controlled Dangerous Substance to an IP or a sexual relationship between a staff member and a current or former IP. Employees under criminal investigation will have their clearance revoked by the NJDOC. The NJDOC will advise the Contractor of the investigative outcomes and whether or not clearance is reinstated or permanently revoked.

The Contractor must provide annual training to all staff in these standards of conduct. Written record confirming staff attendance i.e. e-learning training certificate or sign-in sheet shall be provided with the Semi-Annual Compliance Report Exhibits (Section II, 9.10 Program Reports/Forms).

6.16 Staff Rosters

A Staffing Roster must be submitted to the OCP Contract Administration Unit on the first day of each calendar month.

The Staffing Roster for the second and third months of each calendar quarter may include only the staff names and titles.

On January 1, April 1, July 1 and October 1, the Contractor shall electronically provide the OCP Contract Administration Section with the standardized Quarterly Staff Roster, available from the OCP (Exhibit N). The staff roster shall include the employee's name, title, date of hire, working hours, part time or full-time status and if the employee is authorized to use a cell phone within the Facility. Staff are to remain on the Quarterly Staff Roster upon leaving the Facility with the date and reason for separation noted. The Contractor shall maintain and submit a list of all open positions with the date each was vacated. If the position has been open for 45 days or more, the Facility shall provide a written plan for filling the position, along with copies of any advertisements, employment agency contacts, schedule of interviews, etc.

6.17 Employee Cell Phone Policy

The Contractor shall develop and adhere to an Employee Cell Phone Policy for limited employee cell phone authorization within the Facility. The policy shall clearly outline whether employees are authorized to enter the Facility with a cell phone and if so which staff (by position) are approved to use them on duty.

The Quarterly Staff Roster (Section II, 6.16 Staff Rosters) includes a column to indicate which personnel are authorized to use a cell phone within the Facility.

7.0 Program Operations

All RCRP Operations must comply with at all times with all portions of N.J.A.C. 10A:20 Residential Community Reintegration Programs (Exhibit C) applicable to the RCRP. Other relevant portions of the New Jersey Administrative Code are provided as part of this RFP for the convenience of the Bidders. Bidders should note, however that the NJDOC may promulgate revised or new regulations at any time, consistent with the New Jersey Administrative Practice Act, N.J.S.A.52:14B-1 et seq. Bidders and Contractors shall be required to comply with the applicable portions of the New Jersey Administrative Code as shall be in effect at the time.

7.1 Program Assignments

IP applications for participation in a RCRP must meet the eligibility criteria in N.J.A.C. 10A:20-4 (Exhibit C). IP eligibility is subject to legislative change.

7.2 Transporting IPs

The NJDOC will be responsible for the initial transport of male IPs from a State facility to the Assessment and Treatment Center(s) and onward from the Assessment and Treatment Center to one of the assigned Correctional Treatment or Educational, Vocational Training and Work Release Programs. The NJDOC will also be responsible for initially transporting female IPs from EMCF to one of the assigned Specialized Gender Responsive Programs Serving Female IPs.

The Contractor shall develop and implement a method of IP transportation for services provided outside of the Facility i.e. NJ MVC Identification Program at NJDOC Central Office Headquarters or Laser Tattoo Removal Pilot Program appointments. Transportation for off-site services shall include plans for security and accountability for the IP and his or her personal possessions, as well as the transfer of IP information to and from the provider of the services.

The Contractor shall comply with Directive No. PCS 2016-8-R1 Residential Community Release Program Uniform Procedures for Transportation and Admittance into Correctional Facilities on mandatory IP attire (Exhibit 2016-8-R1).

The Contractor is responsible for the IP transport in instances of transfers from one Correctional Treatment RCRP, Education, Vocational Training and Work Release RCRP, or Specialized Gender Responsive Program Serving Female IPs to another.

In rare instances, the Contractor will transport an IP from the Regional Institution to a RCRP within another region. Transport shall be arranged between the respective RCRPs with approval of the OCP.

In a 911 medical emergency, the ambulance will transport the IP to the hospital. Contractor staff must escort the IP.

The Contractor shall be responsible for transporting the IP, who is currently at the Facility, to the hospital if the Regional Institution's medical department advises that the IP should be evaluated at a hospital for a non-emergency medical issue.

The Contractor shall be responsible for transporting the IP to the Regional Institution if the Regional Institution's medical department advises that a nurse should conduct a non-emergency medical evaluation.

In the instance of a non-emergency medical appointment scheduled through the NJDOC's responsible healthcare authority, the Contractor shall transport the IP to the Regional Institution for transport to the appointment by the NJDOC.

The Contractor shall transport an IP from the Regional Institution to the RCRP upon notification of medical clearance for the IP to return.

In addition to medical related occurrences, other instances may arise in which the Contractor will be required to transport an IP to the Regional Institution. These instances include, but may not be limited to: a court hearing; a hearing for the Intensive Supervision Program (ISP); a hearing with the State Parole Board; an appointment with the I.D. officer for an updated photograph; or other appointment deemed necessary by the NJDOC that does not rise to the level of a security risk requiring a NJDOC custody escort.

7.3 Forwarding IP Classification and Assessment Documents

The OCP will forward IP records to the Assessment and Treatment Center(s) and the Specialized Gender Responsive Programs Serving Female IPs. Per N.J.A.C. 10A:20-4.13, the OCP shall forward a copy of all documents received pursuant to Form 686-II, Community Program Application Checklist (Exhibit N) with all required documents and supplemental documents to the Assessment and Treatment Center to which the IP has been assigned. OCP will forward these documents to the Specialized Gender Responsive Program Serving Female IPs to which the female IP has been assigned.

The Assessment and Treatment Center(s) shall be responsible for forwarding the IP records, as well as any additional documentation placed in the individual folders while at the Assessment and Treatment Center (assessments, test results, treatment and Discharge Plans, etc.) to the designated RCRPs.

The release and transfer of treatment and discharge information for IPs who completed substance use disorder treatment programs at MSCF and EMCF requires authorization to release records from the IP. If an IP should arrive at the RCRP

Facility without these documents, the Contractor shall request that the IP sign the “Consent For Disclosure of Substance Use Disorder Records” form. The form should be emailed to ccalfano@gatewayfoundation.org at MSCF or alfaryna@gatewayfoundation.org at EMCF with a copy of the email to Communityprograms@doc.nj.gov.

7.4 Admission Notification to Law Enforcement

In accordance with N.J.A.C. 10A:20-4.13(d) (Exhibit C), the Contractor must notify local law enforcement offices of the IP's admission to the Facility. Notification shall be made utilizing the Admission Notification to Law Enforcement form (Exhibit C). Record of the notification shall be scanned and emailed for NJDOC records at Communityprograms@doc.nj.gov.

7.5 Intake, Orientation, and Admission Process

Pursuant to N.J.A.C. 10A:20-4.19(a) (Exhibit C), the Contractor, in coordination with the NJDOC, must ensure that all new IPs receive an orientation to the program and written rules and regulations shall be given to each IP immediately following the IP's arrival at the RCRP. An IP handbook shall be provided to each IP which includes the rules and regulations of the RCRP and the NJDOCs' prohibited acts set forth at N.J.A.C.-4.1. The IP handbook must be available in both English and Spanish versions.

7.6 Components of Screening Assessment, and Assessment Driven Services

Typically, male IPs approved for community release will be assigned first to an Assessment and Treatment Center where each IP will receive a comprehensive assessment, and further assessments as indicated. Female IPs will receive comprehensive assessments for community release at EMCF.

Key components that are to be reviewed include:

1. Comprehensive biopsychosocial assessment;
2. Risk, needs and strengths assessment;
3. Employment/vocational assessment;
4. Criminal history and any outstanding legal matters and/or fines;
5. Medical history and current health status;
6. Substance use disorder history and individualized treatment recommendations which take into consideration treatment services received while in prison;
7. Mental health history and current status;
8. Prosocial family and peer support;
9. Domestic violence history;
10. Alcohol and Drug Consequences Assessment; and
11. Motivation for Substance Free Living Assessment.

All RCRPs shall utilize the assessments developed at the Assessment and Treatment Center(s) and EMCF to develop an initial treatment plan. Each RCRP must

administer ongoing risk screening and needs assessments, as well as additional periodic assessments, as indicated.

Based on the comprehensive assessment performed on all IPs assigned to a RCRP, the Contractor shall provide a continuum of services to meet the IP's individualized treatment needs. These assessment driven services will vary by type of Facility and shall include at a minimum:

Level 2 Facilities (Correctional Treatment Programs for Male IPs)

Case management

Individual and group counseling

Didactic substance abuse education

Substance abuse prevention groups

Anger management groups

Employment preparation

Parenting/Family groups

Self-help groups

Discharge planning which includes but is not limited to:

- ID credential assistance
- Affordable Care Act application assistance
- Workforce New Jersey (WFNJ)/TANF/GA application assistance
- Supplemental Nutrition Assistance Program (SNAP) application assistance
- Referral(s) to NJLEAD community partners

Level 3A and Specialized 3B and 3C Facilities (Education, Vocational Training and Work Release Programs for Male IPs)

Case management

Individual and group counseling

Anger management groups

Employment preparation

Parenting/Family groups

Self-help groups

Discharge planning which includes but is not limited to:

- ID credential assistance
- Affordable Care Act application assistance
- Workforce New Jersey (WFNJ)/TANF/GA application assistance
- Supplemental Nutrition Assistance Program (SNAP) application assistance
- Referral(s) to NJLEAD community partners

Specialized Level 4 Facilities (for Female IPs only)

Case management

Individual and group counseling

Didactic substance abuse education

Substance abuse prevention groups

Anger management groups

Employment preparation

Parenting/Family groups

Self-help groups
Domestic violence counseling
Living skills classes

Discharge planning which includes but is not limited to:

- ID credential assistance
- Affordable Care Act application assistance
- Workforce New Jersey (WFNJ)/TANF/GA application assistance
- Supplemental Nutrition Assistance Program (SNAP) application assistance
- Referral(s) to NJLEAD community partners

*Level 4 programming shall be evidence-based and gender responsive
evidence-based and gender responsive

7.7 Substance Use Disorder Prevention, Education, Counseling and Supportive Services

The NJDOC is committed to the effective treatment of substance use disorders and recognizes the importance of ensuring that all IPs receive evidence-based treatment that focuses on the specialized needs of the criminal justice population.

The Assessment and Treatment Center(s) must utilize standardized evidence-based assessments, and follow clinical protocols in evaluating the substance use disorder assessment.

1. Requirement to Obtain and Maintain Licensed Outpatient Level of Care Substance Use Disorder Treatment Services in the Correctional Treatment Programs – Level 2 and Gender Responsive Programs Serving Female IPs – Specialized Level 4 Facilities

The Contractor shall obtain and maintain licensure by the NJDOH, Division of Certificate of Need and Licensing, Office of Licensing, to offer outpatient level of care substance use disorder treatment services to IPs in the Facility. The number of IPs receiving outpatient services is solely the determination of the Contractor.

The Contractor shall maintain compliance with N.J.A.C. 8:111(2021) Standards for Licensure of Outpatient Substance Use Disorder Treatment Facilities throughout the Contract.

The Contractor is responsible for the annual renewal of the outpatient level of care substance use disorder treatment licensure, which must be submitted in a timely manner.

In the event the NJDOH no longer regulates substance use disorder treatment services within the NJDOCs' contracted-RCRPs, the NJDOC will provide written notification to the Contractor advising that facility licensure for outpatient level of care is not required. All substance use treatment services and mental health treatment services must be provided by NJ licensed professionals.

2. Prohibited Substance Testing

The Contractor shall ensure that all IPs participating in a RCRP shall be subject to testing for prohibited substances.

The NJDOC will fund the cost of substance use screening devices and provide them to the Contractor for prohibited substance testing of IPs. Test cups must be routinely inventoried by RCRP personnel and rotated to ensure use prior to the expiration dates. Record of these inventories shall be maintained and provided to OCP on the first calendar day of each month. As necessary, the OCP may require re-allocating test cups between RCRPs. In these instances, it will be requested that the RCRPs coordinate the transfer of the test cups.

The Contractor must ensure procedures for testing, as established by N.J.A.C. 10A:20-4.20, (Exhibit C), N.J.A.C. 10A:3-5.10 (Exhibit D), N.J.A.C. 10A:3-5.11 (Exhibit D) and Directive No. PCS-2016-1-R3 Prohibited Substance Testing of IPs in Residential Community Reintegration Programs (Exhibit 2016-1-R3). RCRP staff who conduct prohibited substance testing, must be trained to perform the test, interpret test results, and obtain a certificate through Premier Biotech Laboratory. Training is also required for prohibited substance test processing after results are interpreted. Prohibited substance testing training is required during new hire orientation and annually for staff who will administer prohibited substance tests.

As outlined in Directive No. PCS-2016-1-R3, the Contractor must ensure that all IPs are tested for prohibited substances at least once every twenty-one (21) days (Exhibit 2016-1-R3). One time every twenty-one days is a minimum testing requirement. The Contractor(s) may exceed the minimum testing requirement due to necessary compliance with N.J.A.C. 10A:3-5.10. Prohibited substance testing is encouraged to reduce prohibited substance use and increase safety in the Facility.

Unless for cause, testing should commence no earlier than 5 am and end by 10 pm. As such, the last time a request to void can be made is 8 pm.

Prohibited substance testing shall be conducted when:

- The IP's name appears on a computer-generated randomly selected list facilitated by the Contractor;
- Prior to participation in furlough;
- Upon return from furlough (not necessarily the same day);
- During the 72-hour period prior to an IP's release from custody to parole (note this should not be delayed until the evening prior to release);
- During the 10 Calendar days prior to the IP's release from custody on expiration of maximum sentence (note this should not be delayed until the evening prior to release);
- In accordance with outpatient drug treatment program licensing requirements;

- When a supervising staff member or licensed medical staff person believes based upon his or her education and experience that there is a reasonable factual basis to suspect the IP of using or possessing a prohibited substance;
- Upon return from a workplace that serves alcohol;
- Following an incident of overdose or discovery of significant Contraband;
- Following a directive issued by NJDOC for post-holiday testing of all IPs assigned to a room or facility; and
- The Contractor deems additional testing appropriate to reduce prohibited substance use and increase safety in the Facility.

The Contractor shall be responsible for appropriately transporting all positive test specimens within 24 hours of collection or on the first business day following a weekend or holiday to the address below, as well as any associated costs.

New Jersey Department of Corrections
Bates Building, First Floor
P.O. Box 863
Stuyvesant Avenue and Whittlesey Road
Trenton, NJ 08625

The lab will accept test specimens from 8 a.m. until 2 p.m. Monday through Friday, excluding State holidays, for confirmatory testing.

Facilities with a higher number of IPs are more frequently required to travel to the NJDOC lab for confirmatory testing.

3. Prohibited Substance Use and Intoxication Disciplinary Charges

The substance use screening device shall be utilized in instances when an IP is suspected of prohibited substance use and/or intoxication. However, instances will occur when it is not safe or feasible to administer a prohibited substance test *i.e.* IP's balance is unstable for standing without assistance. In the event that administering a test is not safe or feasible, the IP shall be charged with a .552A intoxication disciplinary charge which shall be documented through written staff reports and Prohibited Testing Request Summary Form 285-II (Exhibit D). The Contractor is not permitted to utilize breathalyzer testing.

RCRP staff shall use observations to support a disciplinary charge for prohibited substance use (.204A) or intoxication (.552A), pursuant to the Handbook on Discipline for IPs. Staff observations of the IP's physical condition (slurred speech, unsteady gait, glassy eyes, etc.) are crucial evidence that should be summarized in written statements by RCRP staff who observed the IP and documented on the Prohibited Substance Testing Request Summary Form 285-II. These reports and Form 285-II shall be forwarded to the Regional Institution with the disciplinary charges.

7.8 Medical

1. Emergency and Non-Emergency Medical, Dental, and Mental Health Services

Separate and more comprehensive medical, dental, mental health and pharmaceutical requirements apply to the Assessment and Treatment Center(s) – Level 1 Facilities and are referenced in Section II, 10.0 Assessment and Treatment Center Specifications. The Contractor(s) for the Assessment and Treatment Center(s) shall provide these services directly.

For emergency medical, dental, and mental health services in Level 2, Level 3A, Specialized Level 3B and 3C, and Specialized Level 4 Facilities, the Contractor must comply with all requirements of N.J.A.C. 10A:20-4.22(c), (Exhibit C).

If 911 is called for an emergency medical response or an IP is transported to a hospital by an RCRP staff member, the RCRP staff member shall remain with the IP until discharged or until the NJDOC assumes custody.

For non-emergency medical, dental, and mental health services in Level 2, Level 3A, Specialized Level 3B and 3C and Specialized Level 4 Facilities, the Contractor shall comply with the requirements of N.J.A.C. 10A:20-4.23, (Exhibit C). The Contractor shall coordinate and schedule these non-emergency services for IPs assigned to their Facilities with the NJDOC's responsible health care authority through a designated institution or alternate community-based medical provider approved by the NJDOC's responsible health care authority. IPs are only permitted to decline a medical, dental or mental health services appointment in-person at the Regional Institution. Contractors cannot determine that an IP does not need to attend an appointment.

Contractors are required to be equipped as a telemedicine site.

2. IP Medical Clearance upon Emergency Room and Hospital Discharge for IPs in all RCRPs

The Contractor shall be responsible for coordinating and transporting IPs to the Regional Institution (or EMCF) upon discharge from an Emergency Room or hospitalization. Clearance by the NJDOC responsible healthcare provider is required prior to an IP returning to the Contractor's Facility.

3. IP Medical Clearance in the Event of Vehicular Accidents

Pursuant to N.J.A.C. 10A:20-4.4(a)4, (Exhibit C) all RCRP IPs are to maintain RCRP medical clearance from the NJDOC responsible health care authority to be qualified for RCRP participation. **To obtain medical clearance, IPs must be medically evaluated by the NJDOC responsible health care authority prior to returning to the RCRP following all incidents of a vehicular accident regardless of the severity.** The Contractor shall immediately contact

the OCP and the NJDOC responsible health care authority at the Regional Institution to report the vehicular accident involving IPs.

In the event of a vehicular accident with the possibility of a serious injury to an IP(s):

- The Contractor shall be responsible for calling 911 and identify the IP as a NJDOC IP to the responding law enforcement and emergency medical staff (EMS).
- The Contractor shall also immediately contact the OCP which will notify the Regional Institution Shift Commander to provide notification of the incident.
- The Contractor shall accompany the IP to the hospital as transported by EMS.
- In the event the responding EMS advises the injury to the IP is not serious, but further medical evaluation is needed, the Contractor shall follow the instructions given by the NJDOC responsible health care authority to obtain timely medical treatment for the IP(s). The NJDOC responsible health care authority will advise the Contractor where the IP(s) will receive medical treatment.
- When injured IPs require only the medical attention administered on-site by EMS, the Contractor shall proceed with transporting the IPs to the Regional Institution for medical clearance by the NJDOC responsible health care authority. The NJDOC responsible health care authority at the Regional Institution shall be notified prior to arrival.
- A Special Incident Report, sent to OCP, shall document the incident and include a listing of the names of all IPs involved.
- A follow-up Special Incident Report is required to document any injuries each of the IPs may have sustained in the accident.
- Within twenty-four (24) hours of a motor vehicle accident, the Contractor shall obtain a toxicology screening test to confirm their driver was not under the influence. The Contractor shall be responsible for the cost of the toxicology screening. Within five (5) Business days, the Contractor shall forward to the OCP Supervising Contract Administrator, the toxicology screening report and corrective action of the employee if found to have been under the influence while operating a motor vehicle.
- In cases where one or more IPs refuse medical treatment, the IP(s) must be returned administratively to the Regional Institution as they may no longer be medically clear for community reintegration.

7.9 Medication

The Contractor shall include policies and procedures in accordance with N.J.A.C. 10A:16, (Exhibit E) that provide for the secure storage, receipt, inventory, stock, order, refill, disposal, distribution and retrieval of all prescribed medications, including “Keep On Person” (KOP) medication. The Contractor may follow the NJDOCs’ medication dispensing policy and procedures or develop its own dispensing policy and procedures that conform to generally accepted standards. Medication must be stored in an area that is not accessible to IPs and shall be dispensed by authorized and trained staff only.

The Contractor shall ensure there is a tracking mechanism for all medication in the Facility and that it clearly identifies all incoming medication, all IPs who receive medication(s) with a date and time the IP received each medication, and an inventory of the total medication in the Facility at all times. The Contractor shall conduct a bi-weekly audit to confirm accuracy of the medication records. All medication supplies should be monitored to ensure adequate supply is available.

The Contractor shall ensure that a sufficient quantity of non-KOP medications is dispensed to an IP prior to furlough.

7.10 Educational Programs for Students in State Facilities

Specifications for Facility computer labs for Educational Programs are outlined in Section II, 5.3. In addition to allowing IP access to on-site computer labs, Contractors are permitted to fulfill the educational requirements through referrals to community agencies.

The Contractor must ensure compliance with N.J.A.C. 6A:17-3.1, which requires the provision of Educational Programs and services for students in State facilities through age 20 and for students with disabilities through 21. This regulation does not prohibit IPs in RCRPs from also working while attending school.

The professional staff that provides educational services shall be certified for their respective assignments consistent with N.J.A.C. 6A:20-2.9. All State Facilities Education Act (SFEA) IPs shall receive an instructional program that leads to a high school diploma endorsed by the New Jersey Department of Education consistent with the requirements outlined in N.J.A.C. 6A:8-5.1.

The Contractor shall monitor availability of the General Education Development (GED) exam results or college degree. Results shall be provided to the OCP Director within one week of receipt and will be entered into the IP management system (ITAG) by the NJDOCs’ Office of Educational Services.

Reimbursement to the Contractor is available for General Education Development (GED) registration fees, in accordance with Directive No. PCS-2016-5-R1 (Exhibit PCS-2016-5-R1). Reimbursement will not be processed without the IP’s GED registration form and test results as backup documentation. The GED reimbursement initiative is contingent upon the availability of funding.

If an IP does not have a high school diploma or equivalent certificate, the IP is required to participate in Adult Basic Education pursuant to N.J.S.A.30:4-92.2, or formally waive participation in Adult Basic Education programming. Waivers shall be documented on an “Educational Waiver or Request to Withdraw” form. The RCRP Contractor shall present each new IP, who does not have a high school diploma or equivalent certificate, with an “Education Waiver or Request to Withdraw” form. The form is completed and signed only if he or she is waiving Adult Basic Education. Completed forms shall be emailed to Communityprograms@doc.nj.gov on an ongoing basis as they are completed.

7.11 IP Identification

1. IP Identification Cards Issued by the Contractor

Each IP shall be issued a laminated identification card that must be in his/her possession at all times (on and off-site of the RCRP) in a timely manner. The information on the card shall include the name of the Contractor, name and telephone number of the RCRP, an emergency back-up telephone number, IP's name, SBI number, date of birth, photo, race, weight, height, color of hair and eyes and expiration date of the card. The Contractor shall ensure that each IP shall return the card to the Contractor upon his/her release from the program. The identification cards shall not contain the official seal of the State of New Jersey or the name of any agency or program other than the RCRP housing the IP pursuant to a Contract with the NJDOC. The identification cards shall not include statements concerning IP medical issues (i.e. blood type or allergies).

IPs in RCRPs must have a laminated identification card in their possession at all times; whether on or off-site of the Facility. When IPs are departing from the RCRP; i.e. leaving for work, ID cards must be presented to the RCRP personnel and again upon re-entering the Facility. RCRP issued ID cards should not be collected by the RCRP staff as IPs return to the RCRP.

2. School and Employment Identification Cards

IPs are permitted to keep a school ID card (if attending college/vocational school) and/or an employee ID card (issued by current employer) on their person while outside the Facility. School and/or employment ID cards shall be issued at the time of departure from the RCRP and collected upon return.

3. Other Forms of Identification

In accordance with the Fair Release and Reentry Act (FRARA) of 2009, the NJDOC is required to ensure each IP is given the opportunity to accept or decline assistance in acquiring a NJ Motor Vehicle Commission (MVC) Non-driver Photo ID Card. To obtain this ID, IPs must show a combination of identification documents to satisfy the MVC Six-Point Identification Verification Program. Additionally, IPs assigned to an RCRP are expected to gain lawful employment in the community which includes completion of the

U.S. Citizen and Immigration Services' (USCIS) Form I-9, Employment Eligibility Verification. Form I-9 provides a list of acceptable documents required for employment.

The Division of Programs and Reintegration Services obtains duplicate social security cards based on a Memorandum of Understanding with the Social Security Administration. NJDOC can also obtain birth certificates for eligible IPs through the State Office of Vital Statistics. On a monthly basis, NJDOC coordinates with MVC for processing of Non-driver Photo ID Card for eligible IPs.

RCRPs are required to secure the IP's identification documents in a safe with access limited to a designated liaison at the RCRP and one alternate staff member. IP identification documents include but are not limited to Driver's License, Non-driver Photo ID Card, social security card, passport and birth certificate.

The RCRP shall ensure accountability for IDs through the following:

- Accurate reporting in the Monthly ID Credential Log;
- Adherence to procedures for transferring IDs to the Regional Institution Supervisor of Program and Supportive Services;
- Establish procedures for issuance and retrieval of the IDs to the IPs as needed to secure employment; and
- Establish procedures to secure IDs temporarily when the designated liaison or alternate staff member is unavailable.

If an ID is received at the RCRP from a family member or friend of an IP, the RCRP is required to complete the Social Security Cards and/or Birth Certificates/MVC ID Received form for submission to the OCP Legislatively Mandated Services Unit (LMSU) via e-mail at OCP_LMSU@doc.nj.gov.

The Contractor shall comply with all NJDOC guidelines for processing of applications, storage, access, transfer, and release of identification.

7.12 Daily IP Count

The Contractor shall document and report the Daily IP Population Count to the OCP no later than 1:00 a.m. daily. The Contractor must e-mail the OCP with all IP arrivals and departures, as the movement occurs. The e-mail shall contain the IP's full name, State and SBI numbers, reason for transfer, and the destination or origin of the transfer, as well as the date/time of the transfer.

7.13 Release Procedures

N.J.A.C. 10A:20-4.41 (Exhibit C), identifies persons authorized to remove IPs from an RCRP. It also requires the Regional Institution to provide advance notice to the RCRP of the impending removal of an IP except in cases where such notification could lead to the IP escaping.

In accordance with Directive No. PCS-2017-2-R1 Release Procedures of Residential Community Release Program IPs (Exhibit 2017-2-R1), the RCRP must be in possession of a signed Release Cover Letter. In addition, on the morning of the release, the highest-ranking manager in the Facility shall confirm the release with the Regional Institution Shift Commander. The name of the Shift Commander who authorized the RCRP to release the IP from custody shall be entered into the Facility's Management Information System. The Shift Commander will be in the rank of Lieutenant or higher.

7.14 IP Accountability

- A.** The Contractor must establish daily sign-in and sign-out procedures for any and all times that an IP will be absent from the Facility for employment, school, Program Authorized Community Time (P.A.C.T.) and furlough.

As outlined in Directive No. PCS-2016-3-R1 Holiday Furlough, Program Authorized Community Time, Employment and Education/Vocation Release Restrictions (Exhibit 2016-3-R1), restrictions are imposed on furloughs, P.A.C.T., employment and education/vocation release for major holidays (Exhibit 2016-3-R1).

Directive No. PCS-2016-10-R1 Program Authorized Community Time (P.A.C.T.) establishes minimum standards pertaining to approval and accountability for resident P.A.C.T. and also clarifies requirements for staff escorts (Exhibit 2016-10-R1).

Directive No. 2023-2-R1 Electronic Communication Devices With Global Positioning System (GPS) Features For Incarcerated Persons In a Residential Community Reintegration Program (Exhibit 2023-2-R1) provides minimum policy standards required by the NJDOC for RCRP controlled cell phone programs. The Contractor must have final approval from the NJDOC prior to implementing a RCRP controlled cell phone program for RCRP IPs.

- B.** The Contractor must record all IP movements with the time of departure, accountability call times and telephone number, and time of return (i.e. employment, school, P.A.C.T. and furlough) in its Management Information System as well as in an IP logbook. The IP logbook is imperative for maintaining IP accountability during a loss of power, facility fire or in the instance of a technical issue with the Management Information System.
- C.** In accordance with NJDOC policy and procedures, the Contractor must ensure that no sign-out is granted to an IP for travel outside the State of New Jersey for any reason.

7.15 Pre-Parole Reports

Pre-parole reports shall be forwarded to the Regional Institution Classification Department and the State Parole Board (SPB), who require them for every SPB Hearing. The reports shall be typewritten and concise. Per N.J.A.C. 10A:71-3.9, a copy of non-confidential progress notes must be provided to the IP prior to his/her SPB Hearing. The IP must sign to acknowledge receipt.

7.16 Parenting and Family Reunification

The Contractor shall provide education/programming geared toward the enhancement of IP parenting skills.

Family reunification programming should aim to improve opportunities for the IP to reconnect with family. The goal should be reestablishment of a bond where ideally the family will provide community reentry assistance as a post-release resource.

7.17 Culturally Informed Services

In order to promote diversity, inclusion, cultural understanding and acceptance, the Contractor shall have a diverse workforce at various levels in the organization. The Contractor shall respect and value individuality of all IPs and ensure culturally sensitive case management. Programs and services shall be developed consistent with IP's cultural values. Racism and discrimination in the broader society should be recognized, and services should be designed to promote equality.

7.18 Legislatively Mandated Services

1. Identification Credentials

Contractors shall be responsible to prepare and maintain a monthly Identification Credentials Tracking Report on the status of legislatively mandated identification credentials for each IP assigned to the RCRP. The NJDOC is legislatively mandated to offer all IPs assistance in obtaining the identification credentials below.

a. Social Security Cards

- i. All IPs who do not have a social security card shall be referred to the OCP Legislatively Mandated Services Unit for assistance.
- ii. IPs who have a social security card in the possession of a family member may have their family member provide the document to RCRP personnel.

b. Birth Certificates

- i. All IPs who do not have a birth certificate shall be referred to the OCP Legislatively Mandated Services Unit for assistance.
- ii. IPs who have a birth certificate in the possession of a family member may have their family member provide the document to RCRP personnel.

c. New Jersey Motor Vehicle Commission Identification

- i. All eligible IPs shall be assisted in obtaining a NJ Motor Vehicle Commission (MVC) Non-driver Photo ID Card through the NJDOC and NJ MVC Identification Program.

2. Affordable Care Act and the NJ General Assistance Online Applications

Contractors shall designate a primary and back-up liaison at each Facility to interview IPs who are pending release. Applications are to be completed no more than 45 days, but no less than 30 days from the release date. During the release planning interview, RCRP staff shall offer each IP the opportunity to complete the following, the offer shall be noted on the NJHELPS Interview Form.

- a. NJ Affordable Care Act on-line application
- b. NJ General Assistance/Supplemental Nutrition Assistance Program (SNAP) on-line application
- c. The interview and applications shall be completed and the confirmation page shall be printed, and scanned to the Regional Social Work Supervisor within 48 hours of completion

3. Emergency Assistance for Homeless IPs

IPs identified as homeless must be provided with housing assistance.

Any IP who is identified as homeless on an emergency basis shall be immediately referred to the NJ Work First Program's established Emergency Housing Assistance Hotline.

7.19 Discharge/Aftercare Plan and the Fair Release and Reentry Act (FRARA) Packet

An individualized Discharge Plan shall be developed for each IP based on the IP's needs assessments. The discharge planning tool shall model the Joint-Comprehensive Assessment Plans (JCAP) utilized by the NJDOC. A sample JCAP from which the Contractor shall develop its Discharge Plan is provided in Exhibit C. The Discharge Plan shall be a collaborative effort developed by the IP, the IP's family, parole officer when possible, and case manager.

The Discharge Plan shall be started within the first 30 days of his or her arrival. The initial discharge plan shall determine if the IP has credentials to include a social security card, birth certificate and MVC Non-driver Photo ID Card. When an IP is missing an ID credential, the RCRP shall provide assistance through established procedures. The Discharge Plan shall be tailored to meet the individual risk and need factors of the IP and address treatment needs, job readiness skills, employment counseling, education and vocational programming and includes action steps with measurable outcomes, services and programming at the RCRP through community-based referrals.

The Discharge Plan shall include a detailed written record of the IP's participation in education/training and/or treatment programs while at the RCRP. This written record includes the names of programs, start and end dates and program completion status. The Discharge Plan for each IP is to be reassessed and revised, if needed, every 60 days.

At a minimum, the Discharge Plan shall include resources/referrals noting IP acceptance or decline for the following elements:

Employment Services	Family Relationships
Education & vocational programs	Housing
Healthcare (Mental and Physical)	Medication Management
Substance Use Treatment Needs	Legal
Financial	
Individualized referrals to Community Resources	
Community Faith Based and Secular Services	
NJ Helps/NJ Work First/TANF/SNAP	
Affordable Care Act	
NJLEAD Community referrals	

The Discharge Plan should clearly state all community linkages the RCRP has made on the IP's behalf, including the specific agency, contact person, phone number, and date of scheduled services. IPs shall be provided with discharge counseling to review the finalized plan thoroughly, sign the Discharge Plan, and be provided a copy of their final Discharge Plan. The Discharge Plan shall be finalized no later than 30 days prior to the IP's exit from the RCRP.

In accordance with the Fair Release and Reentry Act of 2009 (FRARA), each RCRP must ensure IPs are released with documents and/or sources of information that will assist in removing barriers to the IPs' employment, vocational or educational and rehabilitative programs, including information concerning the "Rehabilitated Convicted Offenders Act," N.J.S.A. 2A:168A-1 et seq. and the certificate of rehabilitation under N.J.S.A. 2A:168A-7 et seq.

Specifically, the RCRP must ensure that upon release, the IP leaves with a minimum of the following:

1. Any identification documents (Social Security card, birth certificate, NJ MVC Non-driver Photo ID Card)

2. Comprehensive Discharge Plan with resources
3. Disposition of Affordable Care Act and NJHELPS applications
4. Disposition of educational degrees and transcripts and originals, if obtained
5. Remaining savings and trust account balance
6. Medications
7. A printed transcript of RCRP rehabilitative programs that were complete at the releasing RCRP that includes the name of the program and the date completed
8. Document of the IP's method of transportation to release destination

The FRARA packet shall be secured and provided to the IP on the day of release. A copy of the signed Supplemental FRARA Receipt shall be scanned and emailed to the OCP designee(s) on the current OCP email distribution list within 24 hours of the IP's release and the original maintained in the IP's file. No changes to the FRARA receipt are permitted once the IP has signed and been released.

7.20 Laser Tattoo Removal Pilot Program

Contractors shall provide information to IPs on the Laser Tattoo Removal Pilot Program. The program is available to RCRP IPs, on a voluntary basis, for removal of unwanted tattoos on their face, neck and/or hands. IPs are eligible to apply after a minimum of 30 days in an RCRP (excluding Assessment and Treatment Centers) with favorable behavioral adjustment. There is no cost to the IP for laser tattoo removal services.

Directive No. PCS-2017-3-R1 Laser Tattoo Removal Pilot Program (Exhibit 2017-3-R1) outlines instructions for the RCRPs to facilitate IP access to laser tattoo removal services. A Laser Tattoo Removal Pilot Program liaison at each RCRP (excluding Assessment and Treatment Centers) shall provide assistance with program applications for review by a NJDOC committee. Upon approval of the application by NJDOC, the RCRP Laser Tattoo Removal Pilot Program liaison will schedule an appointment at the medical providers office(s). The RCRP Program Director or management designee must approve escorted Program Authorized Community Time (P.A.C.T.) for each IP to attend the laser tattoo removal appointment prior the scheduled appointment date. All P.A.C.T.s must be escorted.

The Contractor may apply for funding to offset the costs associated with driver salary and mileage to the medical provider's offices through the RCRP Transportation Incentive Pilot Program (Exhibit N), contingent upon the availability of funding. The OCP will verify appointment attendance prior to approving the Contractor's transportation incentive pilot program request.

7.21 Food Service Plan

A written food service plan (Section I, 6.2 Proposal Format and Content Part 3: Bid Response Requirements) shall be submitted with the Bidder's proposal and include the required components listed below.

1. Daily Meal Schedule and Menus

The written food service plan shall include the daily meal schedule and proposed menus. The Contractor shall conduct and maintain records of meal evaluations at least quarterly to verify adherence to nationally recommended basic daily serving.

2. Meal Substitution

The Contractor shall have a mechanism in place for notifying the IP population when a meal will be substituted. Notification is required as soon as possible after identification of an issue that requires the meal substitution.

3. Personnel

A written food service plan shall include the position(s) designated to food operations, the working hours for the individuals preparing the meals, and duties that can be delegated to others by the individuals preparing the meals.

4. Nationally Recommended Dietary Allowance

The Contractor shall document that the system of dietary allowance is reviewed at least annually by a dietician, registered with the American Dietetic Association, to ensure compliance with nationally recommended food allowances as stated by the National Academy of Sciences. The signature of a registered dietician on the menus shall indicate official approval of the nutritional adequacy of food served to IPs in the Facility.

5. Specialized Diets

- a. Physician or dentist directed - Provisions shall be made for special diets as prescribed by a physician or dentist.
- b. Religious requirements - When the religious beliefs of an IP(s) require the IP(s) to adhere to dietary laws, provisions shall be made for alternate food items.
 1. In order to be considered for placement on the list of IPs who are approved to receive a specialized diet due to religious beliefs, the Contractor shall review the IP's NJDOC records for verification. If not already approved to receive a specialized diet of religious meals, the IP shall make a formal written request to the Facility Program Director. The Contractor may request an interview of the IP through the NJDOC Office of Religious Services to determine the legitimacy of the request.
 2. An IP who wishes to eat a religious meal(s) in observance of a specific religious holiday(s) or holy day(s) may request such a meal for the holiday(s) or holy day(s). The Contractor may

determine the time frame for written notification not to exceed 30 days prior to the religious holiday(s) or holy day(s).

- c. Vegetarian or vegan personal preference - Nutritionally balanced vegetarian or vegan meals shall be available to IPs who request a steady diet of vegetarian or vegan meals in place of the meal served to the general population.
 - 1. A vegetarian or vegan entrée shall be provided each of the three meals of the day, seven days per week.
 - 2. All vegetarian and vegan meals shall be served as complete meals and not in supplement to, or as a choice between other dietary meals and regular meals.

6. Meal Preparation

In Facilities where the Contractor is preparing food on site, food handlers and IPs who are assigned to the kitchen as a house chore, must complete the ServSafe® food handler course and assessment. ServSafe® training and an exam proctor for IPs may be provided by the NJDOC upon request.

7. Serving of Meals

The written food service plan shall describe how breakfast, lunch and dinner will be served. Bagged lunches shall be provided to IPs who are approved to be off site at the time lunch is served in the Facility. Dinner shall be a hot meal. The Contractor shall make arrangements for IPs to have hot meals for dinner when their return from work or school is scheduled after dinner has been served. The internal temperature of hot meals must be 140 °F or higher.

8. Inspection of Food Service Areas and Equipment

A weekly inspection of all food service areas and equipment shall be conducted and documented by the Facility Program Director.

9. Storage Areas

Sanitary temperature-controlled storage areas for all foods shall be provided in refrigerators and freezers and cool, dry storage areas.

7.22 Religious Activities

Each IP in the RCRP has the right to freedom of religious affiliation and voluntary religious worship while incarcerated. However, the exercise of such right may be subject to reasonable restrictions in order to maintain the safe, secure and orderly operations of the RCRP. If the Contractor has accountability concerns regarding IP attendance at community-based religious services, procedures for use of RCRP-

controlled cell phones, escorted services, on-site or virtual services shall be implemented.

1. Location of religious activities

The RCRPs may offer religious services on-site through community volunteers for religious activities (with background clearance approval – Directive No. PCS-2016-6-R3) or allow IPs to attend services in the local community within seven (7) miles from the Facility. In instances where religious needs cannot be met within seven (7) miles of the Facility, approval of a religious services travel variance may be requested from the OCP Director. If IPs attend services in the local community, the RCRPs have the discretion to require escorted Program Authorized Community Time (P.A.C.T). However, IPs shall not be prohibited from attending religious services if staff escorts or non-staff community resource persons are not available. RCRPs shall ensure adequate staffing to accommodate religious services, recruit non-staff community resource persons, or arrange for services to be provided on site at the RCRP in accordance with Directive No. PCS-2016-3-R1 (Exhibit 2016-3-R1). Scheduling may be dependent upon availability of space, availability of staff for supervision and other essential operational considerations.

The NJDOC reserves the right to modify religious services or restrict external movement to services in the local community during a pandemic in accordance with CDC guidelines for social distancing, the Governor's Executive Orders for faith services and guidance from the NJDOCs' Office of Chaplaincy Services. When it is deemed necessary as a health and safety precaution, the NJDOC supports the right of individualized worship.

2. Religious holidays

Religious holidays of recognized faith groups shall be acknowledged. Special religious services or activities may be scheduled for IPs of a particular faith so those IPs may observe their religious holidays.

3. Religious meals

An IP who cannot eat the food served to the general population because of the IP's religious beliefs may request a steady diet of religious vegetarian meals that shall be provided on a continuing basis. The RCRP shall have written policies and procedures on the process for IPs to follow for requesting religious meals, review and approval or denial of the request, and the IPs process for terminating inclusion on the religious meals list.

4. Receiving and sending religious materials

IPs shall be permitted to receive through the mail and retain religious literature and the indicia of religion, such as missals, prayer books, shawls, prayer rugs and fragrance oil in an approved container. The RCRP shall have

written policies and procedures on the process for IPs to receive religious materials.

IPs shall be allowed to retain approved religious items previously used while incarcerated in a NJDOC correctional facility such as approved religious clothing and property as defined in the IP Personal Property Section of the IP Handbook, as follows:

- a. Kufi
- b. Hijab
- c. Yarmulke
- d. Religious clothing
- e. Wedding ring – Married IPs only, plain, no stones
- f. Magazines – from source of sale only, not older than 90 days
- g. Newspapers – from source of sale only, not older than 14 days
- h. Hard or paperback books – from source of sale only, maximum of 12
- i. Religious medal and chain – from source of sale only, medal no larger than a quarter (25 cent piece), chain no longer than 24 inches.

5. NJDOC Audit of Religious Activities

The NJDOC Division of Programs and Reintegration Services, Office of Religious Services, reserves the right to conduct an audit or inspection of the Contractor's religious activities. The purpose of the audit/inspection is to analyze trends and flag potential issues of compliance with the requirements of N.J.A.C. 10A: 17, Subchapter 5. Religion (Exhibit H).

6. Religious Volunteers

Clearance for religious volunteers must be reissued every year (Section II, 6.10 Employee and Volunteer Criminal Record Screening).

Following clearance approval by the NJDOC, the Contractor shall issue and/or renew the identification card provided for the religious volunteers (Section II, 6.11 Identification Cards for Contractor's Employees and Volunteers).

7.23 Inter-Agency Transfer Requests

IPs may request inter-agency transfer from one RCRP to another. Justifications for inter-agency transfer and eligibility are outlined in Directive No. PCS-2016-4-R1 Inter-Agency Transfer Request of Residential Community Reintegration Program IPs (Exhibit 2016-4-R1). The Directive also provides instruction on IP responsibilities and procedures in this process as well as the responsibilities of the Contractor and the OCP. Upon approval of an interagency-transfer request, in order to effectuate the

change, the OCP will complete an Inter-Agency Transfer Order and send the order to both the transferring and receiving RCRPs and the affected Regional Institution(s).

7.24 Commissary

IPs may be permitted to purchase commissary items through a vendor selected by the Contractor or alternatively allow personal care items to be mailed to the Facility or purchased by the IP at a retail store while on escorted Program Authorized Community Time (P.A.C.T.) If a commissary system is utilized in the Facility, the commissary vendor's prices shall be equal or comparable to prices for the same of similar items on the NJDOCs' canteen list. The current NJDOCs' canteen list is available through OCP.

IPs may be permitted to purchase commissary items through a vendor selected by the Contractor or alternatively allow personal care items to be mailed to the Facility or purchased by the IP at a retail store while on escorted Program Authorized Community Time (P.A.C.T.) If a commissary system is utilized in the Facility, the commissary vendor's prices shall be equal or comparable to prices for the same of similar items on the NJDOCs' canteen list. The current NJDOCs' canteen list is available through OCP.

8.0 IP Information

8.1 Corrections Ombudsperson

The Facility Program Director shall post the address and telephone number of the Ombudsperson's Office conspicuously throughout the Facility and in the IP Handbook; for which signature is required acknowledging receipt. The Facility Program Director must also personally provide all IPs and/or their families, upon request, with the address and telephone number of the Ombudsperson's Office where complaints may be lodged:

Office of the Corrections Ombudsperson
P.O. Box 855
Trenton, New Jersey 08625
Office Number: (609) 633-2596

Telephone Number for IPs utilizing GTL phone service:
(555) 555-5555

Telephone Number for IPs utilizing other than GTL phone service:
(800) 305-1811

No IP who has contacted the Corrections' Ombudsperson shall be retaliated against.

In some instances, the Corrections' Ombudsperson will contact the Facility Program Director or designee to follow-up on an inquiry presented by an IP or IP's family member. These inquiries must be answered professionally and within 48 hours of receipt with a copy to the OCP Director and Communityprograms@doc.nj.gov.

8.2 IP House Chore Assignments

IPs assigned to the RCRP may be required to perform house chores as a part of their program and/or treatment plan. Extra house chore assignments are permissible in-house sanctions in response to minor disciplinary infractions. However, such work activity must not replace skilled labor or professional services that the Contractor would be required to provide to maintain and/or improve the Facility. IPs must not be placed in positions of authority over other IPs.

The Contractor or Subcontractor may not employ IPs under any circumstances, in any capacity, for any reason.

8.3 IP Financial Information

1. IP Wage Record Retention

The Contractor shall retain a record of financial data relevant to each IP for budgeting and payment of court-ordered obligations. Records shall be maintained in the Contractor's Management Information System (MIS). Data shall include, at a minimum, budget summaries and balances. The Contractor shall retain electronic or printed records for five years from the date the IP is discharged from the Facility.

2. Maintenance Fees – Employed IPs

Pursuant to N.J.S.A. 30:4-91.4, all IPs participating in an employment component shall be required to pay a non-refundable maintenance fee, equal to 30% of net wages, to reduce the cost to NJDOC for their housing in the RCRP.

3. IP Budget Plan and Authorized Cash Funds –

The Contractor is required to establish a weekly budget for IPs. The budget must include savings, expenses and maintenance fees.

IPs are not permitted to have more than \$50 in their possession, unless they receive written authorization from the Facility Program Director.

4. Fines, Penalties, or Restitution

IPs whose sentence stipulates payment of fines, penalties or restitution must comply with N.J.S.A. 30:4-91.4 regarding payment of assessments, restitution and fines.

5. Banking/Credit – Employed IPs

The Contractor shall require IPs to open a bank savings account. The Contractor shall enforce the rule in N.J.A.C. 10A:20-4.32, that IPs are prohibited from opening checking and charge accounts or purchasing any

item on an installment plan. The Contractor must also ensure that IPs do not enter into any type of financial contract, including any lease agreement, unless prior approval is obtained from both the Contractor and the OCP Director.

The Contractor shall establish a procedure for the maintaining each IP's bank account while allowing appropriate access for banking purposes. As determined by NJDOC, the RCRP staff may be required to escort select IPs on all banking trips.

Any IP funds over \$50 shall be deposited into a savings account at a Federal Deposit Insurance Company (FDIC) insured financial institution licensed to receive deposits for consumer banking. Any employment issued payroll cards are to be maintained in a secure area and only issued to IPs on escorted bank trips. Financial obligations (e.g. maintenance fees, fines, penalties) shall be paid by the IP in the form of a money order only.

Procedures which include on-site banking services with a FDIC insured financial institution licensed to receive deposits for consumer banking are acceptable. At no time shall IP funds be comingled with operating funds in the Facility.

6. Auditing and Returning Unissued State Paychecks

State paychecks, for IPs in RCRPs who are eligible to receive state pay, may be distributed to the RCRP through the Regional Institution's Business Office, after IPs are no longer assigned to the Facility. In these instances, the Contractor shall return the state paycheck(s) to the Regional Institution within fourteen (14) Business days of receipt. The procedures for returning a state paycheck(s) are outlined in Directive No. 2021-1-R1 Procedures for Auditing and Returning Unissued State Paychecks in Possession at Residential Community Reintegration Programs (Exhibit 2021-1-R1).

8.4 Medical Co-Payment

IPs assigned to a RCRP must be assessed and charged a co-payment for medical, dental, emergency, and optometry services in accordance with N.J.A.C. 10A:16-1.5 (Exhibit E) and NJDOC policy and procedures.

8.5 IP Employment and/or Education

It is recommended that the Contractor develop a relationship with the local One-Stop Career Center in an effort to avoid duplication of services. In addition, the Contractor shall encourage all IPs to register with the local One-Stop Career Center, as well as learn about the Internet resources that are available through the Department of Labor and Workforce Development, Workforce New Jersey Public Information Network (WNJPIN).

1. Contractor-Employer Relationships

Bidders shall identify any current relationships with employers and the locations of the employment sites for the placement of IPs.

2. Restrictions on Number of IP Workers at each Employment Site

It is expected there will be a variety of employment site options for IPs and the Contractor will not overly rely on only one or a few employers. If limited worksites are utilized for IP employment, there are negative economic and operational effects on those employers when restrictions are imposed on IP movement and/or a State of Emergency is declared i.e. during the occurrence of a pandemic crisis. It is not the intent or the desire of the NJDOC to severely disrupt the operations of any business when IP movement outside the RCRP is restricted.

Contractors are expected to develop a pool of employers as approved worksites. The Contractor is authorized to place up to fifteen percent (15%) of the work release eligible IPs at any one worksite. Approval may be requested in writing to the OCP Director to exceed this percentage, as needed and justified.

3. Approval of IP Employment Sites For IPs in the Work Release Phase

On-site evaluation and approval or disapproval of pre-release employment sites shall be conducted in accordance with N.J.A.C. 10A:20-4.27 (Exhibit C), NJDOC policy and procedures, and Directive No. PCS-2016-11-R2 Evaluation and Approval or Disapproval of Resident Employment Sites (Exhibit 2016-11-R2). An approved employment site with major or consistent violations of the requirements for employment of a NJDOC IP, shall be evaluated by the Contractor to determine suitability of the site and restriction, as appropriate.

4. Employment Notification to Local Law Enforcement for IPs in the Work Release Phase

Pursuant to N.J.A.C. 10A:20-4.28 (Exhibit C) and NJDOC policy and procedures, the Contractor shall notify the local law enforcement authorities and the NJDOC, utilizing the Employment Notification to Local Law Enforcement form (Exhibit C), immediately following an IP's employment in the community. **Record of the notification shall be scanned and e-mailed for NJDOC records to Communityprograms@doc.nj.gov.**

5. Monitoring Employment and/or Education Sites for IPs in the Work Release Phase

Pursuant to N.J.A.C. 10A:20-4.29 (Exhibit C), the Contractor shall monitor pre-release employment and education sites in accordance with applicable laws and NJDOC policy and procedures on IP Accountability in Residential

Community Release Programs (Exhibit G). Monitoring visits of pre-release employment and education sites shall be conducted by RCRP staff a minimum of every 45 days on a date and time when the IP is present at the site to allow confirmation that the IP is present as scheduled. Monitoring visits shall be documented utilizing the OCP Employment and Education Site Monitoring Form. Accountability Calls that are made to the RCRP by the IP shall be logged into the Contractor's MIS by RCRP staff. RCRP staff, on each shift shall randomly call back to the employment or education site after the Accountability Call is placed by the IP to the RCRP, for additional accountability measures.

6. Unauthorized Employment for IPs in the Work Release Phase

The Contractor must ensure that IPs are not involved in unauthorized employment situations in accordance with N.J.A.C. 20-4.27(b) (Exhibit C) or employment restrictions pursuant to the NJ Division of Alcoholic Beverage Control (NJABC) N.J.A.C. 13:2-14.5, 13:2-14.6 and 13:2-15.1 through 4 (Exhibit F) and Directive No. PCS-2016-11-R1 (Exhibit 2016-11-R1).

7. Union or Labor Strike for IPs in the Work Release Phase

Upon the occurrence of a labor strike at an IP's place of employment, the Contractor must not allow the IP to engage in picketing or any other strike related activity. The Contractor must not permit the IP to act as a strikebreaker in labor disputes; thus, the IP is to be advised to immediately return to the Facility should a strike occur.

8. Time and Distance Commute Parameters

Time and distance commute parameters for approved IP work and/or education sites include a maximum distance of 20 miles, travel time of 90 minutes one way via bus or walking), and authorization for time out of the Facility not to exceed 12 hours per day. In instances when the Contractor provides transportation services for the IP to the work/education sites or to public transportation, the commute time and distance limitations shall apply to that portion of the commute not provided by the RCRP. These parameters are for low risk and non-A304 IPs only.

The Contractor may utilize more restrictive parameters for any IP. Higher risk IPs, as determined through a risk assessment, must have documented justification to operate up to the maximum time and distance commute parameters. More rigorous accountability procedures for higher risk IPs may include, but are not limited to, additional scheduled calls from the IP, additional scheduled and random calls to the site by RCRP staff and additional scheduled and random site visits by RCRP staff.

The Contractor may complete an Employment/School Variance Form seven (7) Business days prior to the proposed start date of the employment/school. This form shall be used to request approval for an IP for employment or

participation in school with a geographical location that requires travel in excess of 90 minutes or 20 miles one way.

8.6 Visitation

Visit areas in RCRP Facilities for male and female IPs shall be child-friendly family visiting spaces. Child-friendly physical visit space characteristics can include painting the walls of the visiting room or painting murals on the walls to help brighten the room and make it more welcoming for families. Comfortable child-friendly furniture may be incorporated. Providing age-appropriate books, games, toys, play tables, arts and crafts or play rugs should also be considered for reducing stress for children who are visiting their incarcerated parents. When space is limited, a multipurpose room or classroom may be temporarily transformed into a child-friendly visit room. A pushcart filled with children's books and toys can be moved into various rooms and used for storage.

Rules for visits must not be more restrictive than those contained in N.J.A.C. 10A:18-6 (Exhibit I) unless otherwise specified herein. The Contractor must inform IPs of new or revised rules and procedures regarding visits by posting appropriate notices in each housing area and other appropriate areas of the Facility.

It is the policy of the NJDOC to provide visits in accordance with the Dignity for Incarcerated Primary Caretaker Parents Act (Dignity Act) codified at N.J.S.A. 30:1B-6.5 (Exhibit N). IPs may enter the RCRP continuum of care with a current approval, originated at a NJDOC correctional facility, to participate in the Primary Caretaker Visit Program. The Primary Caretaker Visit Program offers visits six days per week for up to three hours a day to IPs who qualify for such visits as defined by the Dignity Act. In accordance with the Dignity Act, a Primary Caretaker, may request to participate in the extended visit program, and/or may request to transfer to the closest facility to where the children reside, if applicable. The Contractor shall accommodate any RCRP IP with a current approval for the Primary Caretaker Visit Program by offering the same visitation privileges received in the NJDOC correctional facility.

The Contractor shall submit the Primary Caretaker Parent Intake Form (Exhibit N), to the OCP Director, for any IP who is interested in applying for participation in the Primary Caretaker Visit Program for verification of eligibility and participation while housed in an NJDOC correctional facility. Approval is granted through a NJDOC committee. It must be properly demonstrated that the IP has the role of primary caregiver to the IP's child/children. Only children identified as such will be allowed visitation as part of the Dignity Act visitation program.

8.7 Bedside Visits and Private Viewing

The Contractor must comply with N.J.A.C. 10A:18-7 (Exhibit I), regarding a request for an IP to have a bedside visit with a relative or private viewing of a deceased relative, as the term "relative" is defined in N.J.A.C. 10A:1-2.2 and 10A:18-7.2. The Facility Program Director of the RCRP must obtain all information and submit the same to the OCP Director for approval or disapproval for an IP to attend within a six-month period either a bedside visit with a dying relative, or a private viewing of a

deceased relative. The complete request must be received in OCP at a minimum of 48 hours prior to the date of the requested trip. Approved private viewings of a deceased relative shall occur when no relatives or friends are present. Should the relative previously visited at the bedside expire more than six months after the date of the bedside visit, the OCP Director may authorize the private viewing visit. IPs approved for a bedside visit or a private viewing must be escorted by RCRP staff.

Pursuant to N.J.A.C. 10A:18-7.5 (Exhibit I), certain ineligibility provisions apply, including, but not limited to the following: the IP shall not be permitted to go on a bedside, private viewing or funeral visit that is in a private residence. Pursuant to State law at N.J.S.A. 30:4-8.1, the IP shall not be permitted to go on a bedside, private viewing or funeral visit outside the State of New Jersey.

8.8 Correspondence

The guidelines and procedures for IP correspondence established by the Contractor must not be more restrictive than those contained in N.J.A.C. 10A:18-2 and 18-3 (Exhibit I).

8.9 Telephone

The guidelines and procedures for IP telephone use established by the Contractor must not be more restrictive than those contained in N.J.A.C. 10A:18-8 (Exhibit I). A toll-free number must be established at the Facility so that IPs in the community may call in to the Facility. A fee for using this toll-free number shall not be collected from the IPs.

Contractors shall comply with N.J.S.A. 30:4-8.11 through 14 (Public Law 2016, Chapter 37, enacted on August 31, 2016) which imposes certain restrictions on telephone service contracts for IPs in certain correctional facilities. The Contractor shall make available either a prepaid or collect call system, or a combination thereof, for telephone services for IPs (N.J.S.A. 30:4-8.13(a)).

In addition, Contractors shall comply with all applicable Federal Communications Commission (FCC) rules concerning audio and video phone calls. On July 18, 2024, the FCC established new caps on telephone audio rates and video audio rates for IPs and their families. Contractors shall comply with the prison rate cap, which is presently at \$.06 per minute for audio calls and the prison rate cap of \$.16 per minute for video calls. The new FCC rules also prohibit site commission payments and bar added fees to IPs' communication services. The FCC's press release concerning these caps, including a chart showing the rate caps is available at:

<https://docs.fcc.gov/public/attachments/DOC-404087A1.pdf>

Contractors shall authorize their telephone service provider(s) to provide direct access for the NJDOC Special Investigations Division to monitor IP telephone calls from RCRPs.

8.10 Personal Property

The Contractor's policies and procedures for IP personal property must conform to N.J.A.C. 10A:20-4.33 (Exhibit C). Within 24 hours of arrival at the Facility, the IPs should complete a form to identify their designee for pick-up of their personal property.

The Contractor must identify limits on personal property in its IP Handbook. IP personal property shall be audited quarterly to update inventory records. Excess property shall be transferred to the IP's personal property designee, as needed.

The Contractor must specify in its IP Handbook how long it will hold an IP's property in the instance an IP is unexpectedly removed from or leaves the Facility. This timeframe shall not exceed 30 Calendar days with the exception noted below regarding an investigation conducted by the Special Investigations Division.

In the event of an escape or death of an IP, the Contractor must retain an IP's personal property in accordance with N.J.A.C. 10A:1-11.9 and 11.10 (Exhibit G) and N.J.A.C. 10A:16-7.6 (Exhibit E) for 30 Calendar days or until 30 days after the Special Investigations Division releases the property. Birth certificates, social security cards and identification issued by the Motor Vehicle Commission (MVC) shall be forwarded to the Regional Institution Program and Supportive Services Supervisor for any IP on escape status.

All IP personal property shall be inventoried on the same date of the IP's departure. Upon retrieval of the property by the IP's designee, the designee shall sign for the property and the Contractor shall maintain a written record. Birth certificates, social security cards and identification issued by the MVC shall not be disbursed to the designee picking up the personal property. For any IP returned to the Regional Institution, the Contractor will forward the birth certificate, social security card, and/or identification issued by MVC to the Regional Institution Program and Supportive Services Supervisor.

IPs are not permitted to have personal property items while being transported from the RCRP to the Regional Institution for any reason, as indicated in Directive No. PCS-2016-8-R1 Residential Community Release Program Uniform Procedures for Transportation and Admittance into Correctional Facilities (Exhibit 2016-8-R1). The only permissible items during transportation are the IP's Identification Card, one religious jewelry item and a wedding band.

8.11 Critical Illness/Death Notification of Next of Kin

The Contractor shall update each IP's emergency contact and family information upon arrival. The Social Services IP Emergency Contact/Family Information Form (Exhibit C) shall be e-mailed to the Regional Institution Supervisor of Program and Supportive Services, with a copy of the e-mail to Communityprograms@doc.nj.gov, within 24 hours of an IP's arrival to the Facility and following any updates to the form by the IP. This information will be entered into the NJDOC's IP management

system by the Regional Institution Supervisor of Program and Supportive Services as additional next of kin information.

In the event of the need to notify an IP's next of kin due to critical illness or death of a RCRP IP, the Contractor must immediately inform the Regional Institution and the NJDOC in accordance with N.J.A.C. 10A:16-7 (Exhibit E).

8.12 Marriage and Civil Union

The Contractor must be guided by N.J.A.C. 10A:17-7 (Exhibit H) regarding IP marriage and civil union.

8.13 Clothing and Shoes

The Contractor's staff shall assist IPs in obtaining needed clothes and shoes through charitable organizations.

8.14 IP Furloughs

IPs assigned to an RCRP may receive furloughs in accordance with N.J.A.C. 10A:20-4.34 through 4.36 (Exhibit C), Directive PCS-2016-3-R1 Holiday Furlough, Program Authorized Community Time, Employment and Education/Vocation Release Restrictions (Exhibit 2016-3) and Directive PCS 2024-1 RCRP Furlough Program (Exhibit 2024-1). The Contractor's policies and procedures on IP Furloughs shall clearly outline the monitoring requirements for personnel.

8.15 Program Authorized Community Time (P.A.C.T.)

IPs assigned to an RCRP may receive Program Authorized Community Time (P.A.C.T.) in accordance with N.J.A.C. 10A:20-4.34 (Exhibit C), Directive PCS-2016-3-R1 Holiday Furlough, Program Authorized Community Time, Employment and Education/Vocation Release Restrictions (Exhibit 2016-3-R1) and Directive PCS-2016-10-R1 Program Authorized Community Time (P.A.C.T.) (Exhibit 2016-10-R1).

8.16 IP Prohibited Acts

IP Prohibited Acts N.J.A.C. 10A:4-4.1 (Exhibit G) is utilized by the NJDOC for determining the appropriate charge and the extent of disciplinary action. Photographs, copies of the audio file, and/or video should be provided to support the disciplinary action whenever practicable. The disciplining of IPs shall be so administered as to maintain proper control and, whenever possible, to conserve human values and dignity and to promote socially desirable changes in attitude and behavior.

The NJDOC authorizes the use of an in-house sanction for the first unauthorized electronic device violation by IPs in an RCRP when no additional disciplinary infractions occurred. Directive No. PCS-2024-4 Unauthorized Electronic Devices Offenses at Residential Community Reintegration Programs (Exhibit PCS-2024-4)

outlines the procedures related to actions when an IP is found in possession of a single unauthorized electronic device. Required in-house sanctions include extended treatment if the IP is assigned to an Assessment and Treatment Center, Correctional Treatment Program or Gender Responsive Program for Female IPs. First unauthorized electronic device violations shall be logged in the Contractor's MIS and recorded in the IPs file to include a copy of the behavioral contract for tracking of the offense if the IP is transferred to another RCRP. The Contractor shall store any recovered electronic communication devices in an evidence safe for retrieval by the NJDOCs' Special Investigations Division. The Contractor is prohibited from searching any recovered cell phone.

The NJDOC has a zero-tolerance policy for alcohol, drugs, weapons and staff assault. Any time an IP is found to be in possession of alcohol, drugs or a weapon, or assaults a staff member of the NJDOC or RCRP, the IP is to be immediately returned on a disciplinary charge. In-house sanctions are not appropriate in these instances.

The prohibited use of social media shall be noted in the IP Handbook. A disciplinary charge for use of social media shall be written as: .009A: misuse and/or possession of an electronic communication device capable of transmitting a message, image or data that is not authorized for use or retention by an IP assigned to an RCRP, and .257: violating a condition of any Residential Community Reintegration Program. Photographs should be provided to support the disciplinary charge whenever practicable. If there is documented evidence that the IP communicated with the public through posts, comments and/or messages, .702: unauthorized contacts with the public shall also be written.

8.17 Disciplinary and Non-Disciplinary Returns

A. Disciplinary Returns

Various units within the NJDOC work together to manage the IP population and IP disciplinary returns to the Regional Institution may be approved by the Chief or Assistant Commissioner of the Division of Programs and Community Services, an OCP Director or supervisor, the Deputy Commissioner, the Assistant Commissioner of Operations, a Director of Operations, a Regional Institution Administrator or a Special Investigations Division Investigator. Disciplinary returns of IPs in RCRPs will most often be facilitated through the OCP Director, however in some instances such approval is not required.

An OCP supervisor must approve all disciplinary returns of IPs that are not initiated by another unit within the NJDOC i.e. Special Investigations Division. The Contractor shall contact OCP during regular business hours or the OCP on-call supervisor outside of regular business hours to provide detailed information on the incident. The OCP supervisor will determine which disciplinary charges will be issued and contact the Regional Institution Shift Commander to facilitate the return. In some instances, the OCP Supervisor may advise an in-house sanction is warranted instead of disciplinary charges.

IPs may only be removed from the Facility in accordance with N.J.A.C. 10A:20-4.18 and 4.43 (Exhibit C).

A designated staff member responsible for writing the disciplinary charges shall prepare a “Disciplinary Charge Packet” for provision to the NJDOC. In accordance with Directive No. 2022-1-R1 Procedures for Distribution of Disciplinary Charges for IPs at RCRPs (Exhibit 2022-1-R1) .

- One (1) Disciplinary Charge Packet shall be created for each IP receiving disciplinary charges.
- The Disciplinary Charge Packet is the sealed Red 10 x 13 envelope provided to the RCRPs by the NJDOC. Directive No. 2022-1-R1 Procedures for Distribution of Disciplinary Charges for IPs at RCRPs (Exhibit 2022-1-R1) provides instruction for required information written outside of the envelope and documents to include in the packet.
- The RCRP shall provide the completed and sealed Disciplinary Charge Packet to the NJDOC custody staff transporting the IP.
- When the Disciplinary Charge Packet cannot be provided to the transporting custody staff, the packet shall be hand delivered to the Regional Institution within 24 hours of the disciplinary incident.
- Copies of the reports, notices and other documents related to the IPs return from a RCRP shall be scanned and e-mailed as soon as possible by the Facility Program Director or designee of the RCRP to the OCP. These reports shall include, but not be limited to, Form 259 Disciplinary Return, and Form CA:44 2b Disciplinary/Administrative Discharge Summary.

Evidence shall be handled with gloves, bagged in an approved evidence bag, and properly labeled. Photographs of the evidence or video or audio recording on USB shall be provided in the Disciplinary Charge Packet to the custody staff members transporting the IP to the Regional Institution or must be sent to the Regional Institution within 24 hours of the incident. The Contractor shall maintain evidence in a secure safe for retrieval by NJDOCs’ Special Investigations Division. RCRP personnel are prohibited from transporting evidence to the Regional Institution.

B. Non-Disciplinary Administrative Returns

The Contractor shall ensure that administrative returns of IPs are in accordance with N.J.A.C. 10A:20-4.42 (Exhibit C). All administrative returns, except the following, shall be approved by an OCP supervisor prior to notification to the Regional Institution:

- medical;
- court appearances; and
- requests from the Special Investigations Division for pending investigations.

C. Writing Disciplinary Charges

The Contractor's staff must participate in training sponsored by the NJDOC on writing Disciplinary charges. When returning an IP to the Regional Institution, the NJDOC's Disciplinary Report Form 259 (Exhibit G) shall be completed as directed by the NJDOC. Liquidated damages may be assessed if the NJDOC IP Disciplinary Hearing Officer makes a written determination that charges are dismissed because of the Contractor's failure to properly write or deliver disciplinary charges.

8.18 IP Escapes

The Contractor must follow escape procedures in accordance with N.J.A.C. 10A:20-4.37 through 10A:20-4.40 (Exhibit C).

8.19 Attorney Visits

The Contractor must accommodate contact visits between an IP and the IP's attorney and certain representatives of the IP's attorney at the Facilities in compliance with N.J.S.A. 30:4-91.22 (Exhibit M).

8.20 House Meetings

Timely communication with the IP population regarding programmatic and operational changes and significant events is essential for maintaining an orderly Facility and minimizing IP and family complaints. Routine house meetings must be facilitated by RCRP personnel at least once per month to share information with the IP population. The Contractor shall keep and circulate minutes for each house meeting to the IP population. A schedule of house meetings shall be posted in the Facility.

8.21 Court Appointments

Contractors shall forward all Writs of Habeas Corpus and Notices of Court Appointment to the OCP Classification and Assignment Unit for review with NJDOCs' Central Transportation Unit. Notices will be processed and the NJDOC will advise the RCRP if the IP shall be returned to the Regional Institution or a virtual hearing is approved to occur at the RCRP. RCRPs shall not transport an IP to court for an in-person hearing.

9.0 Contractor's Administrative Responsibilities

9.1 Policies and Procedures

New Contractors must develop and submit to the NJDOC, at least 30 Calendar days prior to the service commencement date, specific policy and procedure manuals to cover all aspects of the operation. For all other Contractors, the submission deadline for policies and procedures is 30 Calendar days following the service commencement date. Policies and procedures must be designed to meet the standards of the NJDOC, PREA, ACA and NJDOH, Division of Certificate of Need, Office of Licensing requirements.

An IP Handbook, must be submitted to the NJDOC, at least 30 Calendar days prior to service commencement date, that at minimum describes the Contractor's purpose, philosophy, rules and regulations, phase system, program services, NJDOC IP prohibited acts, and Prison Rape Elimination Act. The IP Handbook shall be available in English and Spanish. The IP Handbook shall be maintained, and revisions made, to reflect operational changes. The IP Handbook shall be submitted semi-annually as a Semi-Annual Performance and Compliance (PC) Report Exhibit (Section II, 9.10 Progress Reports/Forms).

9.2 Facility and IP Searches

The Contractor must conduct all searches in accordance with N.J.A.C. 10A:3-5.1 through 5.6 (Exhibit J) and 10A:3-5.9 through 5.11 (Exhibit D).

Contractors may conduct searches of the grounds and common areas of their Facilities at any time, however, searches of sleeping units between the hours of 10:30 P.M. and 5 A.M. require OCPs' written approval. The Contractor shall contact the OCP on-call supervisor for approval by the OCP Director or higher for searches of sleeping units conducted during these hours when a safety and/or security threat to the Facility exists. Notifications within the NJDOC by the OCP Director and enhanced IP accountability measures by the Contractor will be required.

9.3 Contraband and Disposition of Contraband

The Contractor must handle Contraband in accordance with N.J.A.C. 10A:3-6 (Exhibit J).

9.4 Facility and Grounds Security

The various types of RCRPs shall provide eligible and appropriate IPs with the opportunities to return to the community through a continuum of care that incrementally decreases the level of security and movement as the IPs move through the system.

Given the various structures and community settings in which the RCRPs are located, a "one size fits all" approach to security measures is not practical or effective.

Listed below are some minimum standards based on the specific type of Facility:

All RCRPs shall:

- Institute a Facility dress code for RCRP personnel that shall be distinctly different from State issued IP clothing. The dress code should be professional attire that allows visitors and NJDOC personnel to identify the RCRP staff members clearly. Staff members should wear identification badges at all times.
- Conduct daily security inspections of the Facility and grounds addressing such matters as functional locks and latches on all windows, doors, gates, and electrical lighting (inside and out), keeping the Facility and grounds free of Contraband and providing security from outside intrusions.
- Indicate in Contractor's law enforcement entry procedures that in the event of exigent circumstances, such as but not limited to, a ballistic clear or active shooter type incident, authorization to enter with a firearm will be implied. All NJ Use of Force Guidelines will be adhered to. In all other cases, firearms shall not be carried beyond the established secured perimeter of the Facility.
- Post signage indicating that law enforcement personnel are restricted from entering the RCRPs with firearms.
- Affix a weapons security box(s) inside the sally port, central control or the lobby area secured to the wall or floor for use by all law enforcement agencies. Maintain a weapons logbook to record all weapons entries in the lock boxes.
- Routinely check fencing, if applicable and perform necessary maintenance repairs.
- Ensure that NJDOC approved policy and procedures are in place for the control and accountability of keys and sharps including tools and utensils.
- Ensure that NJDOC approved policy and procedures are in place for search procedures and the use of security detection equipment commensurate with the security level and program specifications.
- Provide perimeter lighting that provides low light vision and is consistent with local ordinances, if applicable.
- Utilize video surveillance systems that allow staff to monitor IP activities on an ongoing basis, 24 hours a day.
- Store medication in a secure area away from IPs. Ensure that medication is dispensed only by authorized trained personnel.

- Have a written search policy for all IPs and visitors entering the Facility which should include, at a minimum, a pat-frisk and the use of either a walk-through or hand-held metal detector or both.
- All staff assigned to the entrances of the Facility must be trained in the procedures for that entrance.

All Facilities must have a security alarm system, security lights, and auxiliary power supplies.

Enhancing the security of the Facility, as applicable based on the size and security level, will strengthen program operation and increase the safety of the staff, IPs and the community at large. The NJDOC Security Assessment Team will conduct periodic security assessments to ensure that measures are consistently implemented and followed according to the above minimum standards.

9.5 Hostage Policies and Procedures

The Contractor must develop policies and procedures to guide Facility staff in the event of a hostage situation involving staff, visitors or IPs. These policies and procedures shall require staff to contact the NJDOC and proceed as instructed immediately. These policies and procedures shall be submitted 30 Calendar days prior to the service commencement date for new Contractors and within 30 Calendar days of the service commencement date for all other Contractors. These policies and procedures shall also be submitted semi-annually as a Semi-Annual Performance and Compliance (PC) Report Exhibit (Section II, 9.10 Progress Reports/Forms).

9.6 Involvement with Law Enforcement Personnel and Law Enforcement Entrance Procedures

The Contractor must develop policies and procedures to guide Facility staff in the event of a situation involving any non-NJDOC law enforcement personnel or NJDOC law enforcement personnel entering the Facility. These policies and procedures shall be submitted 30 Calendar days prior to the service commencement date for new Contractors and within 30 Calendar days of the service commencement date for all other Contractors. These policies and procedures shall also be submitted semi-annually as a Semi-Annual Performance and Compliance (PC) Report Exhibit (Section II, 9.10 Progress Reports/Forms).

9.7 Use of Physical Force and Restraints

The Contractor's staff shall not use deadly or non-deadly force to restrain IPs nor shall they be permitted to use mechanical restraints, except that physical force may be used in instances of self-protection, protection of the IP or others as allowed by N.J.S.A. 2C:3-4 and 2C:3-5. Physical force shall never be used for the sole purpose of preventing property damage or escape.

9.8 Disturbance Control Plan

The Contractor must have an appropriate written Disturbance Control Plan that will be implemented in the event of a disturbance. A disturbance shall include emergencies such as: riots; strikes; attacks upon staff, visitors, or IPs; major physical plant incidents that prevent orderly operations of the Facility; explosions or fires; suicides or attempted suicides; natural disasters; and accidental injuries to staff, visitors or IPs. The Contractor shall coordinate the development of the Disturbance Control Plan with NJDOC policies to ensure that procedures for after-hour emergency transportation of IPs, placement of IPs at temporary facilities, and assistance from local law enforcement and/or emergency agencies are included. The Disturbance Control Plan shall be submitted 30 Calendar days prior to the service commencement date for new Contractors and within 30 Calendar days of the service commencement date for all other Contractors. The Disturbance Control Plan shall also be submitted semi-annually as a Semi-Annual Performance and Compliance (PC) Report Exhibit (Section II, 9.10 Progress Reports/Forms).

9.9 Prison Rape Elimination Act (PREA)

- A.** The Contractor shall be required to comply with standards set forth by the Prison Rape Elimination Act pursuant to 28 C.F.R. Part 115, Subpart C – Standards for Community Confinement Facilities.
- B.** The Contractor shall comply with the requirements outlined in Directive No. 2022-2-R1 PREA Zero Tolerance Policy: Prison Sexual Assault Mandatory Staff Training (Exhibit 2022-2-R1). All employees must receive the NJDOCs' PREA Zero Tolerance Policy: Prison Sexual Assault Training during their new employee training program and incumbent staff shall complete the training on a biennial basis. RCRP staff shall sign the RCRP PREA Staff Training Acknowledgement Form which shall be maintained and available for audit purposes. The training materials are available to the Contractors through the NJDOC.
- C.** The Contractor shall be required to provide the OCP with a copy of the PREA audit results, within 30 Calendar days of receipt.
- D.** The Contractor must meet NJDOC monitoring requirements for PREA compliance. Monitoring for PREA compliance is conducted in the same manner the NJDOC verifies compliance with other contract terms, which includes but is not limited to inspections and documentation.
- E.** Contractors who do not become PREA compliant within the timelines specified in this RFP, Section I, Purpose and Intent, and maintain compliance throughout the Contract term may be subject to Contract termination.
- F.** Investigations of PREA allegations shall be conducted by the NJDOC Special Investigations Division.

- G. In the instance of sexual assault of an IP, the Contractor shall transport the IP to an Emergency Department properly equipped to assess, treat and gather forensic evidence.
- H. An appropriately equipped Emergency Department for each Regional Institution has been identified by the NJDOC Healthcare Compliance Unit.

9.10 Program Reports/Forms

The Contractor shall submit all programmatic reports to the NJDOC within the required timeframes, which include, at a minimum:

- Semi-Annual Performance and Compliance (PC) Report - due 15 Calendar days after the 6th, 12th, 18th month anniversary date of the service commencement date. A report is also due 50 Calendar days prior to the 24th month anniversary date of the service commencement date.
 - Additional reports are required 15 Calendar days prior to the close of any 6 month increment of a Contract extension period.
- Semi-Annual Performance and Compliance (PC) Report Exhibits – due dates are consistent with those indicated above for the PC Report. Exhibits include:
 - Community Relations Advisory Board Meeting Minutes
 - Record of Facility Generator Bi-annual Maintenance
 - IP Handbook
 - Annual Standards of Conduct Employee Training Materials and Attendance Confirmation
 - Hostage Policy and Procedures
 - Law Enforcement Entrance Policy and Procedures
 - Disturbance Control Plan
- Monthly Indicator Report - due the 5th day of each month
- Escapes, disciplinary and administrative returns – due within two (2 hours) of the occurrence
- Weekly Employment List – due each Monday by 10 a.m.
- Special Incident Reports– due within two (2) hours of the occurrence and in certain instances an earlier deadline may be imposed by the NJDOC based on the nature of the incident
- RCRP Situational Report – due at 5:15 a.m., 1:15 p.m. and 9:15 p.m. during severe weather events unless otherwise directed by the NJDOC
- HVAC RCRP Special Report Form – due at 6 a.m., 2 p.m., and 10 p.m. daily during operational failure of the HVAC system until repairs are complete
- Staffing Roster – due the 1st day of each month;
- Live Count Sheet – due on the same calendar day of the effective date of any IP transfer
- Daily Population Sheet – due by 1:00 a.m. daily
- Notification of Staff Change – due within 48 hours of the effective date of the personnel change
- AR 50/54 State of New Jersey Payment Voucher (Vendor Invoice)
- Maintenance Fee Report – due with first and second half month billing, as applicable

- Medical Co-Payment Report – due with first and second half month billing, applicable to Contractors of Assessment and Treatment Centers only
- ID Credential Monthly Report – due the 5th day of each month
- Monthly ACA/NJLEAD Report – due the 5th day of each month

The Contractor shall utilize and submit all required forms to the NJDOC as requested, which include, at a minimum:

- Request for Transfer
- Tours/Application for Clearance/Construction, Tours and Escorted Access Only
- Criminal Background Application
- Educational Waiver or Request to Withdraw
- P.A.C.T. Request Form
- Furlough Request Form
- Employment/Education Variance Request Form
- OCP Bedside/Private Viewing Visit
- Admission Notification to Law Enforcement
- Employment Notification to Law Enforcement
- IP Emergency Contact/Family Information Form
- Universal Property Pick-up Form
- Form 280-I Eng-Span Marriage Request Form
- Consent for Disclosure of Substance Use Disorder Records Form
- Employment and Education Site Monitoring Form
- Approval of IP Employment Sites for IPs in Work Release Phase
- Laser Tattoo Removal Pilot Program Application
- RCRP Transportation Incentive Request Form
- NJDOC Fair Release and Reentry Act (FRARA) 2009 RCRP Supplemental Form
- P.R.E.P.A.R.E./NJ HELPS Screening Form
- Affordable Care Act Screening Form
- NJLEAD Referral Form
- Social Security Card Application
- Birth Certificate Application
- NJ Motor Vehicle Commission Non-Driver ID Application
- Social Security Cards and/or Birth Certificates/MVC ID Received Form
- Primary Caretaker Parent Intake Form

9.11 Contractor's Records

All Contractor's records are to be maintained in accordance with N.J.A.C. 10A:22 (Exhibit K), ACA Standards and NJDOC Policies and Procedures.

All requests for government records pursuant to the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq. shall be handled in accordance with N.J.A.C. 10A:22 (Exhibit K).

9.12 Media Contact Protocol

The Contractor must comply with all NJDOC rules at N.J.A.C. 10A:19 regarding interaction with the media. Contact with the news media must be in accordance with N.J.A.C. 10A:19 (Exhibit M).

RCRP IPs are prohibited from any media contact without the prior consent of the NJDOC.

9.13 Research Projects

The Contractor must conduct all program-related research in accordance with N.J.A.C. 10A:1-10 (Exhibit L) and any other applicable NJDOC policy. The Contractor must not publish nor disseminate any findings based on data obtained from the operation of this Contract without prior written consent of the NJDOC.

9.14 Future Legislative Mandates or Court Orders

The Contractor shall be required to revise its program and assume any new or different duties that result from any new laws, regulations or Court Orders that the NJDOC, in its sole discretion, determines apply to the RCRP.

During the Contract term, Directives may be issued that are necessary to enhance IP accountability measures, increase public safety, supplement re-entry initiatives and/or clarify operational procedures.

The Contractor shall establish policy and internal management procedures that are consistent with legislative mandates, Court Orders or NJDOC Directives.

9.15 NJDOC Personnel, Volunteer and Visitor Sign In/Out Procedures

Contractors are required to request identification from NJDOC personnel, volunteers and visitor before allowing access to the Facility and maintain record of Facility access as follows.

- A. The Contractor must maintain a logbook, provided by NJDOC, for all NJDOC personnel that records the time of their arrival and departure.
- B. The Contractor must provide and maintain a separate logbook for all volunteers and visitors to the Facility that records the time of their arrival and departure. The name of each visitor and volunteer and visit date shall also be maintained in the Contractor's MIS.

9.16 Parole Officer Pre-Parole Plan Interviews

A parole officer of the State Parole Board may be required to interview the IP at the Facility for the Pre-Parole Plan. The Contractor shall provide the parole officer with the following, as requested:

- A. Access to the Facility and a meeting space for confidential discussion with the IP;
- B. Involvement in IP discharge planning; and
- C. Access to IP progress reports and records as may be required.

9.17 Tours and Events within RCRPs

All tours and special events within RCRPs, by persons not employed by the NJDOC or the Contractor, shall require prior written approval from the Assistant Commissioner of the Division of Programs and Reintegration Services as indicated in NJDOC Policy No. PCS.011.001 and Directive No. PCS-2016-2-R1 Tours and Events within Residential Community Reintegration Programs (Exhibit 2016-2-R1).

10.0 Assessment and Treatment Center Specifications

10.1 Medical, Dental, Mental Health, and Pharmaceutical Services Accommodations

The Contractor shall provide the following physical plant accommodations to support the service needs of the Contract. The physical plant accommodations shall include; at a minimum, the following:

- A. Separate area or room for each item below:
 - Nursing triage and treatment;
 - The clinician;
 - Pharmacy supplies and filing; A minimum of two Electronic Medical Records (EMR) stations for the first 50 IP beds and an additional EMR station for each subsequent 200 IP beds above 50. (e.g. 3 EMR stations are required for 49 to 249 beds; 4 EMR stations are required for 49 to 449 beds);
 - A patient waiting area with seating. The number of beds contracted for will, by necessity, determine the required number of rooms to be made available.
- B. Equipment to support the Facility as a telemedicine site.
- C. Access to a break room or cafeteria if medical services exceed four (4) hours per day.
- D. A minimum of two (2) telephones (one in the nurse area and one in the clinician area).
- E. The Contractor will be required to provide space for the EMR terminal and access to the Internet. The State will provide the terminal, the software, and the connection for the EMR terminal.

10.2 Emergency and Non-Emergency Medical, Dental, and Mental Health Services and Pharmaceutical for the Assessment and Treatment Centers

For emergency and non-emergency medical, dental, and mental health services, the Contractor must comply with all requirements of Assessment and Treatment Centers Emergency and Non-Emergency Medical, Dental, Mental Health and Pharmaceutical Services (Exhibit E), N.J.A.C:16 Health Services (Exhibit E) and NJDOC Health Services Policies (Exhibit E). Bidders should recognize the unique needs of the aging IP population and the commensurate cost for their housing and specialized care.

If 911 is called for an emergency medical response or an IP is transported to a hospital by an RCRP staff member, the RCRP staff member shall remain with the IP until discharged or until the NJDOC assumes custody.

Contractors are required to be equipped as a telemedicine site.

10.3 Facility and Grounds Security

This section should be read along with Section II, 9.4.

In accordance with the role of the Assessment and Treatment Center as a “step-down” Facility contracted to provide comprehensive needs assessments to all male IPs as a final safety measure prior to the IP receiving assignment to Correctional Treatment or an Educational, Vocational Training or Work Release Program, the Assessment and Treatment Centers shall:

- Ensure that entrances and exits are under the exclusive control of the Facility staff, preventing an IP from leaving the Facility unsupervised or without permission.
- Utilize gates, doors, and fences to secure and monitor the IP population.

The minimum standards for Facility and grounds security listed in Section II, 9.4 Facility and Ground Security, also apply.

SECTION III

State of New Jersey Department of Corrections Request for Proposal Residential Community Release Program

Contract Requirements

1.0 Standard Terms and Conditions

1.1 Independent Contractor

All services provided by the Contractor under this Contract shall be performed as an independent Contractor to the NJDOC. The Contractor shall be responsible for withholding all applicable employee taxes.

1.2 Assignment and Subcontracts

This Contract, in whole or in part, may not be assigned by the Contractor or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Contractor, without the prior written consent of the NJDOC. Upon prior written notice of a proposed assignment, the NJDOC may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the NJDOC; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Contractor.

The Contractor may not subcontract any of the services that the Contractor has committed to perform or provide pursuant to this Contract without the prior written approval of the NJDOC. Such consent to subcontract shall not relieve the Contractor of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Contractor's request for the making of a subcontract between the Contractor and its chosen Subcontractor. The Contractor shall be responsible for all services performed by its Subcontractors and all such services shall conform to the provisions of this Contract. Advertisement by a Subcontractor, that gives the perception of Contract assignment to the Subcontractor, is not permitted. If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor shall identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition and must receive approval, in writing, prior to any changes.

Bidders that engage a single Subcontractor to provide more than fifty percent (50%) of contracted services must supply a comprehensive contingency plan addressing the continuation of services in the event that the Subcontractor terminates services for any reason.

Even if a Contractor is approved to subcontract, or substitute a Subcontractor during the term of this Contract, the Contractor shall nonetheless directly employ key decision makers and managers, including the Facility Program Director(s), Deputy Director(s), Clinical Director(s), Assistant Director(s), Site Administrator(s), Quality Assurance Director(s), Operations Director(s) and Medical Director(s). These key decision makers and managers may not also work for a Subcontractor in positions also related to the work of this Contract or the subcontract between Contractor and the Subcontractor.

1.3 Verification of Non-Profit Corporation Status

The Contractor, by submitting a proposal, automatically and hereby certifies under penalty of perjury that it is a non-profit corporation currently in good standing with the New Jersey Division of Revenue and Enterprise Services and is qualified to do business in the State of New Jersey. The Contractor shall be required to remain in good standing throughout the contract term.

1.4 Background Checks

The NJDOC reserves the right to conduct a criminal background check on the Contractor and/or the Contractor's personnel. An initial criminal background check shall be conducted prior to employment, and as the NJDOC deems necessary during the term of the Contract, as outlined in Directive No. PCS-2016-6-R3 Background Checks of Residential Community Reintegration Program Employees, Volunteers and Interns (Exhibit 2016-6-R3). Any Contractor personnel who does not consent to the background check shall not perform any work under this Contract or be on the grounds of the RCRP operated under this Contract. The NJDOC further reserves the right to terminate the Contract should the NJDOC determine, in its sole discretion, that information learned from the background check constitutes a threat to security that cannot be promptly remedied by the Contractor.

1.5 Obligation of Placement of Participants

Notwithstanding any other requirements, the NJDOC shall have no obligation under this Contract to assign IPs to the RCRP in the event the Contractor fails to obtain the necessary local conditional use permit, insurance, licenses, State Fire Marshal clearance or any other government approval required to operate the Facility for the purposes stated herein.

1.6 Liquidated Damages

A. Maintaining a safe and appropriate Facility, maintaining the specified staffing levels, delivering all program and services requirements, and meeting agreed upon IP phase-in dates, are material elements of the Statement of Work and failure to do so diminishes the quality and efficacy of the RCRP. The NJDOC may assess liquidated damages against the Contractor if the Contractor fails to perform program and service requirements, fails to maintain staffing levels or a

safe and appropriate Facility as indicated in its RFP response, or fails to comply in any other way with contract requirements as set forth in this RFP.

- B.** Liquidated damages may be assessed by the NJDOC each time any of the following events occur, due to an act or omission of the Contractor (or any Subcontractor or other person or entity for which the Contractor may be contractually or legally responsible), to the extent that such event (or the effects thereof) could have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. Assessments represent the calculation of damages to the NJDOC.

Safety/Security/Order

Event	Liquidated Damages
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Motor Vehicles Accidents Caused by Contractor’s Driver Negligence

\$6,423 Minimum - \$42,276 Maximum based upon number of hours for incident review and response, number of passengers and level of injuries – assessed per occurrence

Facility Fire

\$2,682 Minimum - \$193,828 Maximum based upon number of hours for incident review and response, number of IPs impacted and level of IP relocation efforts required – assessed per occurrence

Escapes

\$5,733 per occurrence
Reviewed upon occurrence

Erroneous IP Release

\$5,585 per occurrence
Reviewed upon occurrence

Facility Repairs –

**Failure to complete Facility repairs within 15 Calendar days
of written notification from the Director of the OCP**

\$3,011 Minimum - \$133,897 Maximum based upon the impact of the repair, level of relocation efforts and the duration of hours for incident review and response until repairs are complete – assessed per occurrence

Staff Vacancies –

Inability to maintain accountability staff to IP ratios for 180 consecutive days or more

\$1,863 per calendar quarter
Reviewed quarterly

Substance Abuse Testing –

Failure to test 100% of IPs one time every twenty-one days

\$1,136 per calendar quarter
Reviewed quarterly

Substance Abuse Testing –

Inventory expiration – failure to rotate inventory to deplete test cup supply with earliest expiry date prior to using a newer supply

\$5.32 (or current contracted purchase price) per expired cup
Reviewed quarterly

Substance Abuse Testing -

Inventory shortage

\$5.32 (or current contracted purchase price) per expired cup
Reviewed quarterly

Substance Abuse Testing –

Failure to deliver presumptive positive prohibited substance test to the State Lab within 24 hours (or next business day following a weekend or holiday)

\$2,217 per occurrence

Substance Abuse Testing –

Contractor error with evidence form which prohibits the State Lab from performing confirmatory testing on the presumptive positive substance test

\$2,217 per occurrence

Disciplinary Return –

Failure to deliver disciplinary charge to the Regional Institution within 24 hours of the disciplinary incident

\$2,217 per occurrence

IP Injury or Medical Incident –

Failure to report an IP injury or medical incident incurred at a worksite or the RCRP immediately upon the Contractor becoming aware

\$1,472 per occurrence

Pre-employment background clearance -

Failure to submit a background clearance application (pre-employment or promotion or 5-year PREA renewal)

\$575 per calendar quarter
Reviewed quarterly

Legislatively Mandated Services -

Failure to offer a legislatively mandated ID to an IP as required by The Fair Release and Reentry Act of 2009 to include social security card, birth certificate or NJ MVC Non-driver Photo ID Card

\$345 per occurrence

Legislatively Mandated Services -

Failure to provide a legislatively mandated credential to an IP upon release as required by The Fair Release and Reentry Act of 2009 to include social security card, birth certificate or NJ MVC Non-driver Photo ID Card

\$345 per occurrence

Legislatively Mandated Services -

Loss of a legislatively mandated credential required by The Fair Release and Reentry Act of 2009 to include social security card, birth certificate or NJ MVC Non-driver Photo ID Card

\$345 per credential

Admission Notification to Law Enforcement -

Failure to comply with N.J.S.A. 30:4-91.11 which requires notification to local law enforcement offices of the IP's admission to the Facility (Section II, 7.4)

\$492 per occurrence

C. If the Contractor is issued three (3) Corrective Actions for the same or comparable deficiency within a twelve-month period, it may be assessed liquidated damages following the issuance of the 3rd Corrective Action for a deficiency of a scope of work requirement. The liquidated damages assessment in this category shall be \$2,500. The following are examples of such deficiencies:

- Non-compliance with dispensing medication.
- Failure to record the dispensing of medication.
- Failure to document the reason for a missed dose of medication.
- Non-compliance with reporting; such as, late reporting, failure to submit or submission of incomplete or inaccurate information.
- Failure to properly write and provide supporting evidence for IP disciplinary charges which result in dismissal of the charges by the NJDOC IP Disciplinary Hearing Officer.
- Failure to notify local law enforcement for IPs in the work release phase immediately following an IP's employment in the community.

If a Contractor fails to submit a Corrective Action Plan response to a second or third corrective action for the same deficiency, the NJDOC shall proceed with liquidated damages assessment in this category.

D. If the Contractor is willfully non-compliant with a Corrective Action Plan submitted to the NJDOC to address a contract deficiency, the NJDOC may assess liquidated damages in the amount of \$1,000 per incident. An example of willful non-compliance is the Contractor's inability to provide support documents as evidence of proposed staff training.

- E. If the Contractor refuses NJDOC personnel access to any portion of the Facility for any unannounced or announced visit, the incident may be assessed liquidated damages in the amount of \$5,000 per incident.
- F. If the Contractor fails to meet the agreed-upon IP phase-in date as stated in the Contract award, in whole or in part, liquidated damages shall be assessed each day beyond the agreed-upon date until the day on which the phase-in period actually begins. The liquidated damage assessment shall be \$10.00 for each day multiplied by the Contractor's bed capacity remaining unoccupied multiplied by the number of delinquent days. The NJDOC has the sole right to grant time extensions in the event of a delay beyond the control of and not caused by the fault or negligence of the Contractor.

Example: \$10.00 x 45 Beds x 15 Days Delinquent = \$6,750.00

If the Contractor's daily Per Diem Rate is higher than the average cost to the NJDOC of housing an IP at a State institution, there shall be no liquidated damages assessed against the Contractor for failure to meet the agreed-upon phase-in date as set forth in Section I, 5.3, Service Commencement Date. However, the NJDOC may, at its discretion, take any one or more of the actions set forth in Paragraph F below.

- G. In lieu of or in addition to liquidated damages, the NJDOC can elect to declare the Contractor in default of the Contract, terminate the Contract for cause, withhold a monthly payment until the deficiency has been corrected to the satisfaction of the NJDOC or exercise any other available remedy. Use of an available remedy to rectify repeated escapes from the same Facility may, either, in the discretion of the NJDOC: (i) be a basis to declare a default of the Contract or (ii) result in NJDOC issuing written mandatory security enhancements, which must be implemented in accordance with the term period set by NJDOC and at full cost to the Contractor. Such a written mandate shall have the same effect of a contract amendment, notwithstanding the requirements of Section 2.4, below and failure to comply with a mandate under (b) may be determined to be a default of the Contract. Nothing contained in the liquidated damages section shall be construed to limit the rights or remedies available to the NJDOC in law or equity or elsewhere under the Contract.
- H. Once liquidated damages are assessed, the NJDOC may withhold the liquidated damage amount from any payment due to the Contractor. In the event that no money is due to the Contractor, the NJDOC shall invoice the Contractor for the liquidated damage amount and the Contractor shall pay the invoice in full within 30 Calendar days by a check made payable to the Treasurer, State of New Jersey and delivered to the NJDOCs' OCP.

1.7 Temporary Non-Performance

The contracted programs and services must be provided at all times. Thus, if the Contractor shall be temporarily unable to perform the contracted services as required, the State, during the period of the Contractor's inability to perform, reserves the right

to obtain alternate performance of all or some of the contracted services by any other means and the Contractor shall fully reimburse the State for any additional costs even if the cost of alternate services exceeds the contracted Per Diem Rate.

1.8 Licenses and Permits and Debarment

The Contractor shall be a non-profit corporation or association authorized, licensed and permitted to do business in New Jersey. The Contractor shall obtain at its expense all licenses and permits required by law for accomplishing any work required in connection with this Contract and shall not be debarred by the State or federal government.

In the event any license and/or permit expires at any time during the term of this Contract, the Contractor must provide the NJDOC with a copy of the renewed license and/or permit and the renewed license and/or permit showing that at all times, the Contractor had in effect all required licenses and permits, within 30 Calendar days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and permits or becomes debarred by the State or federal government or by any other state, the State may, in addition to any other remedies it may have at law or equity, terminate this Contract upon occurrence of such event.

1.9 Cost Liability

The State of New Jersey assumes no responsibility and no liability for costs incurred by the Contractor prior to issuance of an agreement, contract or purchase order. Once an agreement, contract or purchase order is issued, the State assumes no responsibility and no liability for costs incurred by the Contractor unless the State is responsible for the cost under the agreement, contract or purchase order.

1.10 Ownership of Material

Ownership of all data, material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the State of New Jersey pursuant to this Contract shall belong exclusively to the State of New Jersey.

1.11 Non-Disclosure of Confidential or Private Information

Contractor and any Subcontractor personnel shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of current or former IP recipients of NJDOC-funded RCRP services. The Contractor and Subcontractor personnel shall not disclose, reveal, or release to a third party any personally identifying information regarding services received without the IP's expressed written authority unless permitted or required by law. Additionally, the Contractor and Subcontractor shall not disclose, reveal or release to a third party any information in connection with NJDOC-funded services without the expressed written consent of the NJDOC.

2.0 Special Terms and Conditions

2.1 Compensation

- A. The State shall pay to the Contractor the agreed upon Per Diem Rate, per IP, less the monthly maintenance fees or medical co-payments shown on the reports submitted with the IP roster. The Contractor may request additional compensation through the RCRP Transportation Incentive Pilot Program (Exhibit N) contingent upon the availability of funding.

The billing cycle will be determined by the OCP and the Contractor and will be either bi-weekly or monthly. The Contractor shall submit to the OCP an e-formatted IP roster, maintenance fee report (as applicable), medical co-payment fee report (applicable to Level 1 Facilities) and RCRP Transportation Incentive Pilot Program Request Form (as applicable). The IP roster lists all IPs housed at the Facility during the current billing cycle and the number of nights they were in residence.

- B. The State shall not pay the Contractor the Per Diem Rate for any IP(s) on any day(s) the IP(s) did not return to the Facility by midnight (12 a.m.), due to hospitalization, escape, detention in a federal, county or municipal lock-up, or any other reason.
- C. The State will deduct any liquidated damages determined pursuant to Section III, 1.6, from the amount owed to the Contractor.
- D. New Jersey Prompt Payment Act – The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq., requires State agencies to pay for goods and services within sixty (60) Calendar days of the agency's receipt of a complete and correct IP roster and maintenance fee report or medical co-payment fee report. Interest will only be paid at a rate established by the State Treasurer after the 60 Calendar days. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

2.2 Contract Extension (Award Term)

The Contractor may earn a one-year contract extension, on the same terms and conditions, at the end of the original two-year Contract term, based on the quality of performance during the original term. Evaluation Scores must be good or excellent to earn the extension year. Whether to extend the Contract is at the sole discretion of the NJDOC.

A. Award Term

The award term concept is an incentive that permits extension of the Contract period beyond the base period of performance without going out to bid.

B. Monitoring of Performance

The Contractor's performance will be continually monitored by the NJDOC Contract Monitors whose findings are reported to the Director of the OCP. The Contract Compliance Unit utilizes an evaluation tool to monitor the programs, provides an annual evaluation to the Director of OCP, and participates in the review of the Semi-Annual Performance and Compliance (PC) Report. Based upon performance, the Director of OCP may recommend an award term extension to the Assistant Commissioner of the Division of Programs and Reintegration Services. The Commissioner of the NJDOC, in his/her sole discretion, makes the final decision of the award term extension.

C. Use of Semi-Annual Performance and Compliance (PC) Report, Corrective Action Plans, and Liquidated Damage Assessments

The Semi-Annual Performance and Compliance (PC) Report (including outcome measures), any corrective action plans, and any liquidated damage assessments will be taken into consideration during the NJDOCs' evaluation of the Contractor's performance for purposes of this section.

D. Dispute Exceptions

Decisions regarding the award term are made by the Commissioner of the NJDOC, at his/her sole discretion, and are final and not subject to dispute.

E. Award Term Extension

The Contract term may be modified to reflect the Commissioner's decision. The total Contract term, including extensions under this clause, shall not exceed three years.

2.3 Contract Continuity/Transitional Period

In the event the services are scheduled to end either by Contract expiration or by termination by the State of New Jersey at the State's discretion, it shall be incumbent upon the Contractor to continue the service, if requested by the State, until new services can be completely operational. At no time shall this transitional period extend more than 180 days beyond the expiration of the existing Contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the State of New Jersey.

2.4 Amendments

No modification to this Contract shall be enforceable unless placed in writing and executed by both parties.

2.5 Special Projects/Additional Work

Changes in the mandatory features of this Contract may occur during the Contract period due to legislation, regulatory changes, new NJDOC or OCP initiatives or case law. In that event, NJDOC and the Contractor shall evaluate the scope and value of the services that are added or deleted to determine whether amendments to the Contract are necessary.

Should additional work, special projects, hearings, meetings or other activities beyond the scope of this RFP be determined necessary by the NJDOC or the Contractor, the Contractor must present to the NJDOC a written request to perform the additional work. The written request must be based upon the hourly rates or unit costs submitted with the Contractor's original proposal and must contain complete descriptions of the additional tasks to be performed.

Should the NJDOC elect to order additional items covered under the tasks and sub-tasks detailed above, the Contractor shall be paid the unit cost for each item in accordance with applicable unit costs or rates as submitted on the price sheets for tasks or sub-tasks.

The Contractor shall not begin performing any additional work prior to obtaining written approval from the Director of OCP. The NJDOC must maintain a written record of additional work approved for audit purposes.

2.6 Scope of Work Reduction

The NJDOC shall have the option, at its sole discretion, to reduce the number of beds or the scope of services provided under this Contract by written notice to the Contractor along with a corresponding reduction in payments to the Contractor.

Without limiting the above, the Contractor acknowledges that NJDOC may exercise the option to reduce the number of beds or the scope of services during or as a result of a pandemic. Upon exercise of the options by the NJDOC, the Contractor shall be permitted to submit a revised staffing pattern, with a reduction in personnel, for approval by the OCP Supervising Contract Administrator.

If the NJDOC is unable to fill the contracted beds at or above 80% average bed fill capacity for a minimum of six months, the Contractor may request a reduction in the number of beds. Upon exercise of this option, the Contractor shall submit a revised staffing pattern, with a reduction in personnel and a reduced operating budget to show decreases in personnel related expenses and consumable supplies. The reduced operating budget, approved by the OCP Supervising Contract Administrator will be the basis for a per diem rate adjustment.

Decisions under the Commissioner's option to reduce the scope of work are final and not subject to dispute or the requirements of Section 2.4, above.

2.7 Business Registration Certificate Requirements

In accordance with N.J.S.A. 52:32-44, Subcontractors named in the Proposal, except those formed as non-profit corporations, shall provide the Contractor proof of its business registration prior to the contract award. In addition, during the term of the Contract:

- The Contractor shall not enter into a Contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
- The Contractor shall maintain and submit to the NJDOC a list of Subcontractors and their addresses that may be updated from time to time.
- The Contractor and any Subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the Contract, the Contractor shall submit to the NJDOC a complete and accurate list of all Subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.8 Contractor Warranty

The Contractor warrants 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 the Contractor for the purpose of securing business, for the breach or violation of which warranty the State shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.9 Indemnification

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from

and against any and all claims, demands, suits, actions, recoveries, the loss of life, property or injury damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or material provided under this Contract; or (2) any failure to perform the Contractor's obligations under this Contract or any improper or deficient performance of the Contractor's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

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

The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

3.0 Contractor's Responsibilities

3.1 General

The State will consider the primary Contractor to be the sole point of contact with regard to contractual matters including provision of RCRP services to IPs, and the primary Contractor shall be required to assume sole responsibility for the complete effort stipulated in the RFP. Payment will be made only to the primary Contractor.

The primary Contractor is responsible for assuring Subcontractor compliance with all terms and conditions of this RFP and shall assume sole responsibility for any payments due the Subcontractors under the Contract.

3.2 Source Disclosure Certification

Pursuant to N.J.S.A. 52:34-13.2, prior to award of a Contract, a Contractor seeking a contract primarily for the performance services with the State of New Jersey must disclose the location, by country, where services under the contract will be performed; and the location by country where any subcontracted services will be performed.

Failure to submit sourcing information when requested prior to contract award shall preclude award of a Contract to a Bidder. The Contractor may choose to include the **completed** Source Disclosure Certification Form with the bid proposal to avoid the need for later submission.

3.3 Insurance

- A. The State shall be named as an insured on any and all insurance policies obtained by the Contractor for the construction, operation, or management of the Facility and the coverage shall extend to its officials, agents, employees, and representatives, other public officials, the Commissioner of the NJDOC and its employees, in their official or individual capacities, and their respective legal representatives, heirs and beneficiaries.
1. Insurance or other certificates required under this Contract must be provided with no less than 30 Calendar days' advance notice to the NJDOC of any contemplated cancellation.
 2. The Contractor shall not cancel, or allow to be canceled, any policy of insurance without prior NJDOC notification and approval. Each policy shall be approved by the NJDOC prior to the service commencement date. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company.
 3. If the Contractor fails to obtain and/or maintain the insurance as required, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of the Contract, the NJDOC may: (i) purchase insurance at the Contractor's expense; (ii) refuse to make payment of any further amounts due under the Contract; (iii) refuse to make payments due or coming due under other Contracts between the Contractor and the NJDOC; (iv) suspend performance by the Contractor under the Contract; or (v) terminate the Contract.
- B. No contract shall become effective until the Contractor provides the NJDOC with policies of insurance of the following types, for the following purposes, and in amounts of \$1 million per occurrence and \$2 million yearly aggregate.
1. Insurance protecting the Contractor under the workers' compensation acts and from other claims for damages for physical or personal injury, including death, to IPs or employees, State of New Jersey employees or visitors that may arise from operations performed by the Contractor, by a Subcontractor, or by a person directly or indirectly employed by either of them. Such insurance shall cover, at a minimum, claims arising out of personal injury liability, professional and medical liability (coverage for doctors, nurses, attorneys, counselors, psychiatrists, psychologists, and social workers), directors' and officers' liability, fire and property insurance, general liability, employee dishonesty, premises/operations, products/completed operations, and umbrella/ excess liability.
 2. General liability insurance, which shall specifically include civil rights matters. Such insurance shall also include coverage for the cost of defense for all State of New Jersey employees and officials and others indemnified pursuant to this Contract.

3. Automobile and other vehicle liability insurance.
 4. Cyber liability insurance financially protecting the Contractor with recovery from a data breach, virus or other cyberattack is required. Continued and advanced use of management information systems, email communications and storage of electronic records necessitates cyber liability insurance protection in the instance that personally identifying information is exposed.
- C. The Contractor shall assume the defense for any action for which there is insurance coverage with counsel selected by the Contractor, but the NJDOC may participate in the defense if it chooses to do so, and must approve the settlement of any action which requires the payment of State funds or any prospective injunctive relief or similar requirement for the State to change its conduct, policies, procedures or any other change that would alter this Contract.

3.4 Set-Off For State Tax Notice

Please be advised that, pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partner, or shareholder subject to set-off under this act.

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

3.5 Affirmative Action

1. The successful Bidder 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:
 - A. Appropriate evidence that the Bidder is operating under an existing federally approved or sanctioned affirmative action program;
 - B. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

- C. An employee information report (Form AA-302) electronically provided by the New Jersey Department of Treasury, Division of Purchase and Property, and distributed to the public agency, through the Division of Purchase and Property's website, to be completed by the Contractor, in accordance with N.J.A.C. 17:27-4. The Affirmative Action Employee Information Report (AA-302) is located on the web at:

www.state.nj.us/treasury/contract_compliance

- 2. During the performance of this Contract, the Contractor agrees as follows:

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

- E. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. 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.
- H. In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- I. The Contractor shall submit to the NJDOC, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - 1. Letter of federal Affirmative Action Plan approval;
 - 2. Certificate of Employee Information Report; or
 - 3. Employee Information Report Form AA-302 electronically provided by the Division of Purchase and Property and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance
- J. The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

3.6 Anti-Discrimination

The Contractor agrees that:

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

3.7 Standards Prohibiting Conflicts of Interest

The following prohibitions on Contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or

in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the Executive Commission on Ethical Standards.
- C. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- D. No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.
- F. The provisions cited above in paragraph A. through E. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph C.

3.8 Prohibited Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-55 *et seq.*, a person or entity listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, or enter into or renew a contract with a State agency for goods or services.

Pursuant to N.J.S.A. 52:32-58, the Bidder must certify prior to the time the Contract is awarded that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities.

3.9 Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(a), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform qualifying services to the public body shall provide a report to the Commissioner of the Department of Labor and Workforce Development, in a form promulgated by the Commissioner, information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job title.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>. Regulations concerning the Diane B. Allen Equal Pay Act are found at N.J.A.C. 12:10-1.1 to 12:10-3.4.

LWD forms may be obtained from the online web site at:

<https://nj.gov/labor/equalpay/equalpay.html>

3.10 Employee Misclassification

In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, Contractors are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the Contractor can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage and Hour, Wage Payment and Unemployment Insurance laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce

Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.11 Disclosure of Prohibited Activities with Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, *et seq.* (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

4.0 Financial Management

4.1 Audit Requirements

1. The Contractor shall engage an auditor from a firm registered with the New Jersey Board of Accountancy that is independent of the Contractor or any affiliate. The audit shall be conducted annually or more frequently if deemed necessary by the NJDOC, or its agent, in its sole discretion, on an organization-wide basis and for the period of the Contract.
2. Qualified auditors who are independent of the Contractor or any affiliate shall conduct the examination in the form of audits or internal audits. These audit examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the Contract and the accounts, and that financial reports fairly present the results of the Contractor's operations.
3. Audit examinations shall be made in accordance with current government auditing standards.
4. Audit examinations will test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the Contract. Audits shall be conducted on an organization-wide basis which shall include all contracts within the organization's reporting year. In accepting this Contract, the Contractor agrees to, and shall allow such audits to be performed on an organization-wide basis.
5. The scope of the audit shall be financial and compliance. In the performance of the audit, the auditor(s) shall include appropriate sampling of all contracts. The NJDOC may change the scope of the audit and will so notify the Contractor when the Contractor is responsible for providing the audits.
6. In performing the compliance audit, the auditor(s) shall determine the Contractor's compliance with applicable laws and regulations including rules

and regulations issued by State and federal agencies responsible for providing the audits.

7. The NJDOC requires that all auditors who perform the audit required by this section be Certified Public Accountants (CPA), appointed and paid for by the Contractor, be designated to perform all audit requirements of this Contract.
8. All such audit reports must be certified by the CPA firm conducting the audit and be provided to the NJDOC within nine (9) months of the end of each fiscal year during the contract period. Any extension of this provision must be requested by the Contractor in writing stating reasons, along with anticipated compliance date, to the NJDOC.
9. The Contractor agrees to ensure timely and appropriate resolution of audit findings and recommendations.
10. Specific statements that all required tax returns have been filed and taxes (including, but not limited to, payroll taxes) have been paid shall be included with the audit reports.
11. A copy of the management advisory letter (when provided as a routine part of audit engagement) shall be included with the audit reports.
12. If, during or in connection with an audit of a government entity, auditors become aware of illegal acts or indications of such acts affecting the entity, these acts must be communicated immediately by the auditor to the:

Manager, Bureau of Auditing
NJ Department of Corrections
P. O. Box 863
Trenton, New Jersey 08625

13. The audit work papers and reports must be retained by the auditor for a minimum of five years from the date of the audit report, unless the auditor receives a request in writing from the NJDOC for the need to extend the retention period.
14. The audit work papers and reports shall be made available upon request to the NJDOC or its designee(s). (See Treasury Circular Letter 07-05 OMB, Grant Agreements, Agency Contracts, Section XX, Access to Records and Attachment A, Additional Grant Provisions I, Audit Requirements.)
15. Any changes in the Contractor's fiscal year must be reported immediately to the NJDOC.
16. Copies of audit reports must be submitted to each State agency that provides funding to the Contractor.

4.2 Audit Rules and Regulations

1. The audit of the Contractor must be conducted in accordance with the following applicable regulations as well as any subsequent revisions:
 - a. New Jersey Department of Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipient of Federal Grants, State Grants and State Aid Payments.
 - b. OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. New Jersey Department of Treasury Single Audit Guide for Non-Profit Sub-Recipients and Independent Auditors.
 - d. U.S. Government Accounting Office, Government Auditing Standards.
 - e. Federal OMB, Compliance Supplement for Single Audits of State and Local Governments.
 - f. New Jersey Department of Treasury’s State Grant Compliance Supplement.
 - g. New Jersey Department of Treasury Circular Letter 07-05 OMB, Grant Agreements - Agency Contracts Audit Reports and Schedules of Federal and State Financial Assistance.

4.3 Certification of Adequacy of Accounting System

A statement attesting to the adequacy of the Contractor’s accounting system in accordance with this Contract must be completed by the Contractor’s Chief Financial Officer and be submitted with the Audit Report.

4.4 Books and Records Retention

- A. The Contractor shall keep adequate books and records relating to Contract services and program expenditures and shall retain all such books and records (including supporting documents) for seven years from the termination date of this Contract.

The Contractor shall maintain all documentation related to products, transactions or services under the Contract for a period of five years from the date of final payment for availability to the New Jersey Office of the State Comptroller, upon request.

- B. Financial records, supporting documents, statistical records, and all other records pertinent to the Contract shall be retained for a period of seven years, with the following qualifications:

1. If any litigation, claim or audit is initiated before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for non-expendable property acquired with NJDOC funds shall be retained.
- C. The retention period starts from the date of submission of the final expenditure report; or, for Contracts that are renewed annually, from the date of submission of the annual financial report.
- D. The NJDOC may request the transfer of certain records to NJDOC custody from the Contractor when the NJDOC determines that the records possess long-term retention value and the NJDOC will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

5.0 Termination of Contract

5.1 Right to Terminate for Cause

The Contract can be immediately terminated for cause without an opportunity to cure. The term “for cause” shall mean that the Contractor fails to meet one or more of the material terms, conditions and/or responsibilities of the Contract. Contract termination shall be effective as of the date indicated on the NJDOC’s notification to the Contractor.

The Contract can also be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the Contractor’s proposal is discovered after the Contract is awarded. The Contractor will be liable for all costs associated with termination of the Contract and any subcontracts the Contractor may have for the performance of this Contract.

If the Contract is terminated for cause, the NJDOC reserves the right to conduct a responsibility hearing to determine if the Contractor can be a responsible Bidder in a future contract award.

5.2 Right to Terminate for Convenience

The Contract may be terminated at the convenience of the NJDOC, upon 60 Calendar days’ written notice.

The Contractor shall be entitled to receive compensation for authorized service completed satisfactorily as of the termination date, but in no event shall the NJDOC be liable to the Contractor for compensation for any service which has not been rendered.

Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount.

5.3 Reduction of Scope, Termination or Suspension Due to Unavailability of Funds

The Department's obligations under this Contract are subject to appropriation and the availability of State and/or federal funds. In the event that the funds are not appropriated by the Legislature or are otherwise unavailable, the NJDOC reserves the right to reduce the number of beds or the scope of services, terminate, or suspend the Contract upon written notice to the Contractor and receive a corresponding reduction in payments to the Contractor. Said termination or suspension shall not be deemed a breach of contract by the NJDOC.

In the instance of reduction of scope due to unavailability of funds, the Contractor shall be permitted to submit a revised staffing pattern, with a reduction in personnel, for approval by the OCP Supervising Contract Administrator.

Decisions by the Commissioner to reduce the scope, terminate or suspend a Contract due to unavailability of funds are final and not subject to dispute.

Upon such termination or suspension, the Contractor shall have no right to recover from the NJDOC any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount.

5.4 Termination for Contractor Bankruptcy

The Contractor must inform the NJDOC of its intention to file a petition for bankruptcy at least 10 Calendar days prior to filing such a petition.

In the event of insolvency, generally defined as the Contractor's inability to pay debts as they become due, the NJDOC shall have the right to terminate the Contract under the same conditions as Section III, 5.1, Right to Terminate for Cause, or request assurances of ability to perform.

In the event of the filing of a petition for bankruptcy, reorganization or liquidation pursuant to any chapter of the Bankruptcy Code, Title 11 U.S.C., the NJDOC shall also have the right to terminate the designation of the Contractor's Facility as a place of confinement, pursuant to Section I., 3.0 and N.J.S.A. 30:4-91.2. In the event of the termination of the designation, the Contractor shall cooperate and assist the NJDOC to the fullest extent possible in removing and reassigning all IPs as quickly as possible.

5.5 Termination for Contractor Merger or Acquisition

The State reserves the right to terminate the Contract, based upon merger or acquisition of the prime Contractor, during the course of the Contract if it is determined by the State that it is not in the best interest of the State to continue conducting business with the resulting or acquiring firm.

5.6 Contractor's Obligations upon Contract Termination or Suspension for Any Reason

Once the Contract has either expired or been terminated, the Contractor shall immediately deliver to the NJDOC (as determined and directed by the NJDOC in its sole discretion) documents, reports or data, free of charge, which shall include, but may not be limited to, the following:

- A.** Any Program and IP related documentation (inclusive of daily/weekly Facility and visitor logbooks), records, files, supplies and materials deemed necessary by the NJDOC; and
- B.** Financial records and proceeds (that must be remitted back to the State) related to trust, revenue or other accounts required by this Contract.

The NJDOC reserves the right to identify and require the delivery of additional data that may not already be included in this section.

Further, the NJDOC reserves the right to withhold payment of the Contractor's final invoice(s) until the Contractor has delivered all required data to the NJDOC on a timely and satisfactory basis (as determined and directed by the NJDOC).

5.7 Effect of Termination

Upon termination of the Contract:

- A.** The Contractor shall be subject to a final audit under Section III, 4.1 Audit Requirements;
- B.** The NJDOC shall remove all IPs from the Facility; and
- C.** The parties shall settle all accounts, including the per diem payable to the Contractor for days after notice of termination during which IPs occupied bed space, less any liquidated damages, or other adjustments to amounts owed to the Contractor.