



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
PO BOX 729  
TRENTON, NJ 08625-0729

PHILIP MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

CHRISTINE NORBUT BEYER, MSW  
Commissioner

November 22, 2022

Community Options, Inc.  
Mr. Robert Stack  
16 Farber Road  
Princeton, NJ 08540  
[Robert.stack@comop.org](mailto:Robert.stack@comop.org)

Re: Request for Proposal (RFP) for *Intensive Mobile Treatment Services For Youth And Young Adults With Intellectual/Developmental Disabilities*

Dear Mr. Stack:

I am pleased to advise you that the Department of Children and Families (DCF) has selected your submission in response to the above captioned RFP for consideration for a new contract. Funding in the amount of **\$9,400,000** will become available upon the Department's execution of the contract, which follows its review and acceptance of required documentation and its negotiation of any unresolved issues.

Please note that the execution of this contract is contingent upon the resolution through negotiation of the following unresolved issues:

- Provide clarification of the staff turnover rate.
- Provide your approach to prevent / reduce restraint.

Please contact [REDACTED] to schedule a virtual meeting within three business days from the date of this letter with those copied on this letter to resolve these contingencies.

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

Sincerely,

Christine Norbut Beyer, MSW  
Commissioner

CC: Diana Salvador  
Anne Boyle

[www.nj.gov/def](http://www.nj.gov/def)



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF CONTRACT ADMINISTRATION
50 E. STATE STREET, 3RD FLOOR
PO BOX 717
TRENTON, NJ 08625

PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER
Commissioner

March 17, 2023

Robert Stack
Community Options, Inc.
14 Farber Rd.
Princeton, NJ 08540

Contract Renewal
Contract #: 23COBR
Contract Term: 2/1/23-1/31/25
Contract Ceiling: \$9,400,000

Dear Mr. Stack:

Enclosed is your executed contract with the Department of Children and Families (DCF), Children's System of Care (CSOC). The contract is broken out as indicated below:

Table with 3 columns: Agency Program Type, CSOC Program Name, Funding Ceiling. Row 1: Future Visions, IMTS-IDD, \$9,400,000

Included in this packet, please find the following:

- Standard Language Document - SLD
Business Associate Agreement - HIPAA
Annex A
Annex B
Schedule of Estimated Claims

Provider agencies are required to submit to DCF quarterly Reports of Expenditures (ROE), using the DCF Annex B Budget format. Interim reports are due within 15 days of the end of each quarter. The final report is due within 30 days of the contract term. Please submit ROEs to the CSOC Business Office's central mailbox at:
ChildrensSystemofCare.BusinessOffice@def.nj.gov.

Thank you for your continued commitment to the children and families of New Jersey. Any questions regarding this communication may be directed to me at [redacted] or by email [redacted]

Sincerely,

Handwritten signature of Jarrett Quick

Jarrett Quick
Contract Administrator

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

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

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

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

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

THEREFORE, the Department and the Provider agree as follows:

**I. DEFINITIONS**

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

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

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

Days means calendar days.

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

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

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

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

Notice means an official written communication between the Department and the Provider. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in DCF-SAGE or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider means all for-profit and non-profit private and public entities that have either a Cost Reimbursement or fee for service Contract with the Department, regardless of whether the Department is the State Cognizant Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider in accordance with provisions contained in this Contract.

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in DCF-SAGE and/or as otherwise specified by the Departmental Component. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

**III. BASIC OBLIGATIONS OF THE PROVIDER**

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

Section 3.02 Reporting. The Provider shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be

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

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

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. (N.J.S.A. 10:5-31 et seq. and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

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

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

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

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DCF shall have the sole discretion to determine when a Provider's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider's use from the Department. If the BAA is breached by the Provider, or its subcontractor, the Provider shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider or its subcontractor with which the Provider has entered into a BAA. The Provider shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider shall maintain the confidentiality of all certificates, applications, records, and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

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

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

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or

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

Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county, or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial

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

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the Provider agrees as follows:

- a. The Provider and any subcontractor(s) will not discriminate against any client, employee, or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality, or sex. Such action shall include, but not be limited to the following:
  - Employment;
  - Upgrading;
  - Demotion, or transfer;
  - Recruitment or recruitment advertising;
  - Layoff or termination;
  - Rates of pay or other forms of compensation; and
  - Selection for training, including apprenticeship.
- d. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer



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

- g. The Provider and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The Provider or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the

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

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

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

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

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

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

Section 3.13 Audit. The Department requires a Provider that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of \$100,000 or greater, to submit an annual organization-wide audit.

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

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

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

At any time during the Contract term, the Provider's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider under Section 5.02 Assignment and Subcontracts may be subject to audit or review by the Department, by any other appropriate unit or agency of State or Federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider continues to be subject to such audit until it is completed and resolved.

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

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor,

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must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

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

**IV. TERMINATION**

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider in default status and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

The Provider and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

**V. ADDITIONAL PROVISIONS**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

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

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

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

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

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

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

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

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

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the

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

The Provider shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider.

Section 5.12 Sufficiency of Funds. The Provider recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable, therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

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

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



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reasonable management purposes at the direction of the Provider during the process of collective bargaining organization.

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

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such and are not political subdivisions of the Department of Children and Families. As such, the Provider acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider's employees.

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

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

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

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

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

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

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

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


The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**AGREEMENT SIGNATURES AND DATES**

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

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

BY:   
\_\_\_\_\_  
(Type)

TITLE: \_\_\_\_\_  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

DATE: 4/21/23

BY:   
\_\_\_\_\_  
(Signature)  
Robert Stack  
\_\_\_\_\_  
(Type)

TITLE: President & CEO  
(Type)

PROVIDER: Community Options, Inc

DATE: 10/18/22

State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

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

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

**A. Definitions:**

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

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

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

## **B. Obligations and Activities of Business Associate**

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

mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the

Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

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



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

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

**D. Term of Business Associate Agreement**

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

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

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

### 3. Effect of Breach of this Agreement.

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

### E. Additional Insurance Considerations

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries,

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

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

and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

7. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.


**F. Miscellaneous**


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

**G. Attestations**

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

**Covered Entity Agency:** Department of Children and Families

Signature:  \_\_\_\_\_ Date: 4/21/23 \_\_\_\_\_

Printed Name:  \_\_\_\_\_ Title: \_\_\_\_\_

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

**Business Associate Organization:** Community Options, Inc.

Signature:  \_\_\_\_\_

Date: 10/18/22

Printed Name: Robert Stack

Title: President & CEO

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

Issued: 12/07 (Rev. 9/1/13)

Contract Number: 23COBR  
Contract Period: 2.1.22-1.31.25

# ANNEX A

**I. Please indicate which Division/Office the Contract is being awarded through:**

- DIVISION OF CHILDREN’S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

**II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):**

- |  |           |
|--|-----------|
| 1. Intensive Mobile Treatment Services For Youth And<br>Young Adults W _____ | 11. _____ |
| 2. _____   | 12. _____ |
| 3. _____   | 13. _____ |
| 4. _____   | 14. _____ |
| 5. _____   | 15. _____ |
| 6. _____   | 16. _____ |
| 7. _____   | 17. _____ |
| 8. _____   | 18. _____ |
| 9. _____   | 19. _____ |
| 10. _____  | 20. _____ |

**Note: Each program must have its own Section 2 which includes the following:**

**Section 2.1 Program Name and Service Delivery Information**

*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. Section 2.1 will be provided by DCF Contract Administrators)*

**Section 2.2 Program Description**

**Section 2.3 Service Outcomes & Performance Measures**

**Section 2.4 Personnel Information Sheet**

**ANNEX A**

GENERAL  
CONTRACT  
INFORMATION



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

**CONTRACT SUMMARY SHEET**

**Provider Agency** Community Options, Inc. **Contract #** 23COBR  
**Mailing Address** 16 Farber Road **Federal ID** [REDACTED]  
Princeton, New Jersey  
08540  
**Telephone** 609 - 951 - 9900  
**Provider Agency Fiscal Year End** June 30, 2023

**Contract Effective** 2.1.2023 **to** 1.31.2025 **Contract Ceiling** \$9,400,000

**Organization** County   
Municipal (i.e. School)   
Private, Non-Profit   
Private, For-Profit  %            Indicate % of profit charged towards contract  
Faith-Based   
Hospital-Based

**Chief Executive** Robert Stack  
**Title** President And CEO  
**Mailing Address** 16 Farber Road  
Princeton, New Jersey  
08540  
**Telephone Number** 609 - 951 - 9900  
**Fax Number** 609 - 951 - 9112  
**E-Mail Address** robert.stack@comop.org

**All notices relevant to this contract should be sent to:**

**Name & Title** Svetlana Repic-Qira  
**Mailing Address** 16 Farber Road  
Princeton, New Jersey  
08540  
**Telephone** [REDACTED]  
**Fax Number** [REDACTED]  
**E-Mail Address** [REDACTED]

**DEPARTMENT OF CHILDREN AND FAMILIES (DCF)**

**Standardized Board Resolution Form**

**Supporting Information for Contract #** 23COBR **for Contract**

**Period** February 1, 2023 **to** January 31, 2025.


**Agency:** Community Options, Inc.

**Certification:**

We certify that the information contained in, or included with, this contract document is accurate and complete.

  
\_\_\_\_\_  
**Chairperson, Board of Directors**

Feb 22, 2023  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Executive Director President & CEO**

2/22/23  
\_\_\_\_\_  
**Date**

**Authorized Signatories for Contract documents, checks and invoices are: (List full name and title)**

Robert Stack  
\_\_\_\_\_  
**Name**

President & CEO  
\_\_\_\_\_  
**Title**

David Sweeney  
\_\_\_\_\_  
**Name**

Chief Financial Officer  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM**

The Board endorses the following commitments as defined in this document:

**1. Health Insurance Portability and Accountability Act (HIPAA)\***

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

\* **NOTE: This section does not apply to DCF Office of Education Contracts.**

**2. Legal Advice**

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

**3. Public Law 2005, Chapter 51**

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

**4. Public Law 2005, Chapter 92**

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

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

**List of Contracts/Grants**

Check here if this information already appears on the Annex B Contract Information Form. If so, do not duplicate information here.

<b>Contracting Division/Office</b>	<b>Program Name</b>	<b>Type of Service</b>	<b>Contract Number</b>	<b>Contract Term</b>	<b>Amount</b>	<b>Division/Office Contact Person and Phone Number</b>	<b>Provider Agency Contact Person and Phone Number</b>
Division Of Family And Community Serices	Future Visions	Intensive Mobile Treatment	23COBR	2.1.23-1.31.25	\$9,400,000.00	[REDACTED]	[REDACTED]

**ANNEX A**

**SECTION 1**

**AGENCY  
INFORMATION**

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Contract Number: 23COBR

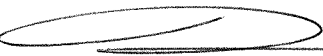
**Annex A**  
**AUTHORIZED SIGNATURES**  
**Section 1.1**

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
<b>Contract</b>	1 Robert Stack	President And CEO	1
	2		
	3		
<b>Quarterly and Final Financial Reports</b>	1 Belgica Cedeno	Controller	1
	2 David Sweeney	Chief Fiscal Officer	
	3		
<b>Contract Modification</b>	1 Belgica Cedeno	Controller	1
	2 David Sweeney	Chief Fiscal Officer	
	3		
<b>Checks</b>	1 Robert Stack	President And CEO	
	2 David Sweeney	Chief Fiscal Officer	
	3		
<b>Other Contracts and Agreements</b>	1		
	2		
	3		

**Submitted by:**

Primary Signatory: Robert Stack Title: President And CEO

Original Signature:  Date: 2/22/22

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

Contract Number: 23COBR

**Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2**

**Provide a brief summary of the organization and its history. Clearly label your answers as outlined below.**

**1. Summarize the agency's purpose and mission.**

- **Indicate long and short term goals**
- **Identify the agency's method for goal measurement**

1. Community Options' mission is to develop housing and employment supports for persons with disabilities.

Community Options' purpose is to meet the developmental, physical, emotional, social and educational needs of youth. Community Options will provide treatment for youth to master self-regulation. Our vision is that all youth will be empowered to thrive.

• Short and long term goals: The ultimate goal of the proposed project is to stabilize targeted youth and children within their homes while building family skillsets to ensure community integration and maintenance in the home. Measurable objectives will include:

- Reduction in use of restraints
- Reduction in psychiatric hospitalizations and emergency room use
- Reduction in target behaviors that prevented development and inclusion, threatened ability to remain in home, and jeopardized health or safety
- Increased coping skills
- Increased quality of life
- Improved physical/ dental health
- Reduced severity of psychiatric symptoms
- Decreased caregiver stress
- Reduced encounters with law enforcement
- Reduction in the rate of crisis calls/ emergencies
- High rates of youth/child and family satisfaction with program quality, communication and staff support/response

• Community Options, Inc. (COI) will use the following evaluation tools to determine the efficacy of programs:

a. Cloud based electronic records management system (Performcare 'cyber'/Therap): COI will use performcare 'cyber' and/or Therap to track data related to clients' medical, therapeutic, behavioral, strength and needs, functional behavior assessment needs and activities. Cloud based electronic records will allow members of the treatment team to easily input treatment plans, notes, and demographic information.

b. Audits and Audit checklists: COI maintains strict internal Quality Assurance (QA) procedures. The Program Director and Clinical Director will ensure all documents are completed and entered in Performcare and/or Therap using a QA checklist to audit the program for quality, including a review of all assessments, session notes and treatment plans.

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

c. In addition to monitoring fidelity, continuous evaluation of performance using shared data systems will be completed. Performance metrics will include the following:

\*Crisis Call Services:

- Call volume
- Average speed of answer, delay, length of call, abandonment rate
- Percentage of calls resolved by phone
- Number of individuals connected to a crisis or hospital bed, and number of first responder-initiated calls connected to care.

\*Crisis Mobile Services:

- Number served per 8-hour shift
- Face to face within 24 hours of the call
- longest response time
- Percentage of mobile crisis responses resolved in the community.

d. Treatment plan progress notes and meetings: The individuals' treatment plan will be evaluated on an ongoing basis. Progress notes will be made at the end of each contact or session. Progress notes will be evaluated at treatment team meetings. Clinical director and/or program director will review notes and enter them in a timely manner. If there are changes that require adjustments to the treatment plan, COI will modify goals and set new targets. During weekly staff meetings, the Program Director will initiate discussions regarding incident reports and conduct case reviews.

e. Family Youth and Staff Surveys: For the Forward Visions program, family members, youth and staff will be surveyed annually to ensure COI collects feedback and addresses concerns. Surveys use Likert scales to assess the strength of a response and Net Promoter Score (NPS) question to determine how consumers, their families, or staff would recommend COI's services to others.

f. Critical Incident Analysis: The QA team will facilitate analysis of critical incidents with input from internal and external stakeholders such as the individual receiving care, family members, care manager, operation staff, clinical staff, and any other parties relevant to the incident. COI will use tools such as Fishbone Diagrams, flow charts and timelines to identify root cause of the critical incidents and make recommendations to prevent similar incidents in the future.

If awarded, COI will fully engage in participatory, collaborative evaluation planning with CSOC and their designated evaluator to improve evaluation tools as needed and finalize outcome indicators. We will gather and report on data and partner in performance improvement initiatives as necessary.

**2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

This is the first year of Community Options' Future Visions (otherwise known as Intensive Mobile Treatment Services) program. Community Options will monitor/ track all programmatic developments during the contractual period.

**3. Describe the Agency's self-evaluation process.**

- **Identify the tools used**
- **Explain their function in the quality improvement process**
- **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

To ensure that outcomes are achieved and that quality services are delivered, Community Options has an agency-wide quality management plan in place. Program evaluation materials include file



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

check list, residential financial management systems, physical plan inspections, emergency planning and preparation, search and seizure policy, trainings/ personnel policies and records, drug and alcohol policy and pre-admission assessments. These processes are used to identify changes in program design and delivery. All staff are required to review the DSP handbook and program policy and procedure manual within 90 days of hire. This manual serves as a staff guide for quality service delivery. The following topics are covered in this manual: professional boundaries and conflict resolution; Laws/Ethics: State and Federal Laws & HIPAA, consumer rights; treatment planning, Crisis Intervention, Assessment & Crisis Planning; Incident Reporting; Informed Consent, Maintenance of Records, and reporting runaways. These components provide input and feedback on programmatic issues that may place the program at risk.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

Community Options opened services in its 11<sup>th</sup> state, Iowa, this year. We now support more than 5,500 people with disabilities across 58 regions in eleven states.

We received full licensure for all 155 New Jersey residences.

Satisfactory survey results from families and individuals.

Maintain CARF (the Rehabilitation Accreditation Commission) Accreditation

**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

COI will draw on partnerships within the state to support the Forward Visions program. COI will accept guidance and support from public partners including The New Jersey Division of Developmental Disabilities and New Jersey Vocational Rehabilitation Services. Private partners such as the Chamber of Commerce, local United Ways, and foundation partners like the Kessler Foundation and Impact 100 will be asked to support any emergent needs that are not covered through contract. The organization's Business Advisory Councils, which include local business professionals from diverse sectors, will help to fundraise, build awareness, and facilitate connections to the community on behalf of the organization. Through a service contract with AmeriCorps VISTA, Community Options can leverage 6 VISTA members to build and maintain volunteer and community connections that benefit the Forward Visions program. COI also has an existing network of employers and organizations that offer work or volunteer experience to the people we support which will be leveraged to support the vocational aspirations and community integration of youth. COI will work closely with any ancillary providers of support and school officials.

**6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

Community Options accepts direct referrals from Division of Child Protection and Permanency workers, Care Management Organizations and Perform Care. To be admitted into the Future Visions program, children will be referred from DCF/CSOC.

A well-planned discharge is always our goal and is arranged well in advance with all treatment team members. The plan will indicate what aftercare services have been arranged in order to ensure a

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

successful transition. Youth in need of other on-going treatment services will be referred to the most appropriate community programs available.

**7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

As COI is a person-centered organization, families and youth referred to the Forward Visions program will be asked how COI can best serve their cultural and language needs. COI's commitment to cultural competency and diversity is demonstrated through our hiring practices, staff orientation, and commitment to serving individuals from diverse cultural and socio-economic backgrounds. COI staff are required to complete a comprehensive diversity training which emphasizes awareness of cultural differences and cross-cultural communication. COI focuses staff cultural competency education on five core philosophies: 1. We value the diversity of our team members and the individuals we serve; 2. We strive to assist our team members in understanding their own culture; 3. We educate our team members on how culture affects life situations and how individuals react to everyday life; 4. We value our ability to learn and teach about others; and 5. We pride ourselves in adapting to meet the needs of others and their cultures. These competencies help ensure that COI services remain inclusive and compliant with New Jersey Law Against Discrimination (NJSA 10:51 et seq)

**8. Describe the agency's approach to staff training and development.**

Effectively implementing an evidence-based approach to care requires significant investment in staff training and supervision. All trainings mandated by DCF will be conducted within the first six months of hire, or sooner as required. Community Options uses College of Direct Support and RELIAS to enhance staff trainings. The organization has several coaching opportunities in addition to the ongoing guidance offered by supervisors, including a Student Tuition Assistance Program to assist staff in advancing their career at COI. COI also created The Leadership Academy – a highly competitive one-year succession planning initiative which seeks to identify, train and develop key employees to ensure the organization has a pipeline of future leaders. To date, 42 active alumni advance the mission of the organization through their leadership at COI. COI conducts performance reviews, in which the employee and their direct supervisor evaluate performance using a worksheet with narrative and rating prompts, following the introductory period (first 90 days of employment) and then bi-annually thereafter.

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

**Annex A  
CORE AGENCY PERSONNEL INFORMATION**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	██████████	9am	5pm	MSW	Provide support and oversight for the program and each team, review youth referrals and coordinate admissions, oversee all quality assurance/program improvement activities with a focus on attaining benchmark activities for all team members, establish community linkages and serve as liaison to community partners
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clinical Director	██████████	9am	5pm	LPC	Provide oversight and consultation on behavior supports and other clinical activities, provide training and consultation to staff, families, and providers, including ongoing organization and conducting of treatment team meetings, participate in on-site meetings with youth and families
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Psychiatrist	██████████████████	9am	5pm	Psych.	assessment to identify evident medical conditions that may contribute to target behaviors in the home and community, consult with psychiatric hospitals regarding the treatment of individuals with IDD and mental or behavioral health needs
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Psychiatrist		9am	5pm	psych	assessment to identify evident medical conditions that may contribute to target behaviors in the home and community, consult with psychiatric hospitals regarding the treatment of individuals with IDD and mental or behavioral health needs
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

Annex A  
PROGRAM NAME AND SERVICE DELIVERY INFORMATION  
Section 2.1

<b>Agency Name</b>	Community Options, Inc.			<b>Component Ceiling</b>	N/A
<b>Contract Number</b>	23 COBR	<b>CMS Record #</b>	----	<b>Contract Period</b>	2.1.2023-1.31.2025
<b>Program Name</b>	Future Visions				
<b>Service Category</b>	Intensive Mobile Treatment Services for Youth and Young Adults With IDD				
<b>Service Type</b>	CSOC functional services				
<b>Sub-Service Type</b>	family home and community therapeutically supported intensive treatment				
<b>Geographic Area Served (Statewide, County, etc.)</b>	Middlesex and Bergen Counties				
<b>Targeted Age Group From:</b>	5	<b>Thru</b>	20 17:99	<b>Targeted Gender</b>	male and female
<b>Target Population</b>	youth and young adults with IDD				
<b>Language(s) Spoken</b>	English and Spanish				
<b>Site Address (Primary Site, if multiple)</b>	256 U.S. 1 North			<b>Access to Public Transportation?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>City, State, Zip</b>	Edison, New Jersey, 08817			<b>Site Phone</b>	[REDACTED]
<b>Referral Contact (RC)</b>	Nancy Ward			<b>RC Phone</b>	[REDACTED]
<b>Referral Contact E-Mail</b>	[REDACTED]			<b>RC Fax</b>	[REDACTED]
<b>Program Director</b>	same as referral contact				
<b>Program Director Phone</b>				<b>Program Director Fax</b>	
<b>Program Director E-Mail</b>					
<b>NJ SPIRIT Resource ID #</b>	n/a			<b>Medicaid Provider #</b>	n/a
<b>Payment Type</b>	schedule of estimated claims <input type="checkbox"/>	<b>Rate (if applicable)</b>		<b>Unit Type</b>	<input type="checkbox"/>
<b>Contract Administrator (CA)</b>	[REDACTED]			<b>CA Phone</b>	[REDACTED]
<b>Contract Administrator E-Mail</b>	[REDACTED]				

1. Provide a brief overview of the program component service(s):

(\*Be sure to include specialty and any exclusionary criteria as applicable.)

(\*\*See the Annex A Program Narrative for additional details that are not addressed in the brief program component services overview below.)

Community Options, Inc. will implement an intensive mobile treatment service program called Future Visions for youth and young adults with intellectual and developmental disabilities. Two multi disciplinary teams will support youth and their families in New Jersey's Bergen and Middlesex Counties. Severe complex behavioral and psychiatric needs will be addressed through evidence based intervention that improves functioning, coping skills, development and participation in family and community life. All treatments, care and therapies will occur within the children's homes, where the goal is to train and support families to sustain the supports and interventions over time. The holistic program will address social, emotional, behavioral, educational, medical, psychiatric, and physical needs concurrently. Crisis response and intervention is available daily, around the clock.

2. Referral Required:

Yes (if "yes" please select referral method from options provided below)  No  
&P Local Office Resource Development Specialist (RDS) or Gatekeeper

Referral Method(s):

CSOC Contract System Administrator (CSA)

Other (Describe):

Rev. 1/1/13

•

D

C

P

Annex A  
PROGRAM NAME AND SERVICE DELIVERY INFORMATION  
Section 2.1

General Contract Information			
Agency Name	Community Options, Inc.		
Contract Number	23 COBR	Contract Period	2.1.2023--1.31.2025
Program Name	Future Visions	CMS Record #	----
Referral Contact Information			
Referral Contact (RC)	Nancy Ward	RC Phone	██████████
Referral Contact E-Mail	██████████	RC Fax	██████████
Program Director Information			
Program Director	same as referral contact above		
Program Director Phone		Program Director Fax	
Program Director E-Mail			

Hours of Operation		
Services are available as follows (designate times below):		
	<u>From</u>	<u>To</u>
Sunday	12:00am	11:59pm
Monday	12:00am	11:59pm
Tuesday	12:00am	11:59pm
Wednesday	12:00am	11:59pm
Thursday	12:00am	11:59pm
Friday	12:00am	11:59pm
Saturday	12:00am	11:59pm
Holiday Schedule		

Annex A  
PROGRAM NAME AND SERVICE DELIVERY INFORMATION  
Section 2.1

Services are not available on the following occasions:

<u>Dates</u>
none/not applicable program is around the clock, 365 days per year

<u>Occasion</u>

Annex A  
PROGRAM NAME AND SERVICE DELIVERY INFORMATION  
Section 2.1

*\*\*If applicable, attach a list of all site addresses on a separate sheet at time of renewal. It is noted that this could change during the course of the contract term. The Contract Administrator is to be notified immediately of any changes to the site address.*

Agency Name	Community Options, Inc.		
Contract Number	23 COBR	Contract Period	2.1.2023--- 1.31.2025
Program Name	Future Visions	CMS Record #	
<b>Additional Site 1 Information</b>			
Referral Contact (RC)	Nancy Ward	RC Phone	██████████
Referral Contact E-Mail	██████████	RC Fax	██████████
Site Address	23 N Fairview Avenue Unit 6-7		
City, State, Zip	Paramus, NJ 07652		
Site Phone #	██████████		
NJ SPIRIT Resource ID #			
<b>Additional Site 2 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 3 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 4 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 5 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			

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

**Annex A  
PROGRAM DESCRIPTION  
Section 2.2**

**Program Name:** Future Visions

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

**Label all answers clearly as outlined below:**

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

Community Options, Inc. (COI) proposes to implement an intensive mobile treatment service program for youth and young adults with intellectual and developmental disabilities. We will call our program Future Visions. Two multidisciplinary mobile treatment teams will be developed to support youth and their families in New Jersey's Bergen and Middlesex Counties. These youth will have severe and complex behavioral and psychiatric needs that require evidence-based intervention to improve functioning, coping skills, development, and participation in family and community life. Evidence-based treatments, trauma-informed care, and therapies will be delivered within the children's homes, where the goal is to train and support families to sustain the supports and interventions over time. The program will take a comprehensive approach to care, addressing social, emotional, behavioral, educational, medical, psychiatric, and physical needs concurrently. The team will work together as a whole to comprehensively treat each child and family's needs. Crisis response and intervention will be available daily, around the clock. Safety and quality of life will improve for treated youth and families, who will experience a reduction in hospitalizations, crises, psychiatric symptoms, target behaviors, and encounters with law enforcement. Within the program model, treatment will be flexible, person-centered, family-driven, self-determined, culturally, and linguistically competent, and mindful of trauma. Staff will be held accountable to outcomes that demonstrate fulfillment of service gaps, improvement and satisfaction for the population served, and cost value.

The ultimate goal of the proposed project is to stabilize targeted youth and children within their homes while building family skillsets to ensure community integration and maintenance in the home. Measurable objectives will include:

- Reduction in use of restraints
- Reduction in psychiatric hospitalizations and emergency room use
- Reduction in target behaviors that prevented development and inclusion, threatened ability to remain in home, and jeopardized health or safety
- Increased coping skills
- Increased quality of life
- Improved physical/ dental health
- Reduced severity of psychiatric symptoms
- Decreased caregiver stress
- Reduced encounters with law enforcement
- Reduction in the rate of crisis calls/ emergencies
- High rates of youth/child and family satisfaction with program quality, communication and staff support/response.

- **Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
  - **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the population the program intends to serve.**



## Program Description cont.

- **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

Two multidisciplinary mobile treatment teams will be developed to support youth and their families in New Jersey's Bergen and Middlesex Counties. These youth will have severe and complex behavioral and psychiatric needs. Youth will be ages five through twenty who are eligible to receive developmental disability services through CSOC pursuant to NJAC 3A:40. The population of focus will have complex and challenging behaviors that prevent personal development and inclusion in family life and community, threaten their ability to remain in home, and may jeopardize the health or safety of themselves or others. Challenging behaviors include, but are not limited to, not being able to follow verbal directives; boundary issues including fixation on body parts, sexual reactivity, and socially/environmentally problematic behaviors due to sexual discovery; fecal smearing; self-injurious behaviors; destructive, aggressive and assaultive behaviors that require medical attention (e.g., hitting/scratching/biting oneself or others, head butting/choking/kicking others); elopement; pica; and property destruction. In addition to Autism Spectrum Disorder (ASD), youth may have a variety of underlying conditions, including but not limited to intellectual disabilities, cerebral palsy, and epilepsy; genetic syndromes associated with autism, including, but not limited to Fragile X, Rhett, Prader- Willi, Williams Syndrome; and co-occurring mental health diagnoses including but not limited to attention, conduct, and disruptive behavior disorders; mood disorders; anxiety disorders and adjustment disorders. In addition, youth may present with various cognitive abilities and medical and physical needs (e.g., toileting, eating, hygiene and dressing, and other activities of daily living). Source: NJDCF IMTS-IDD RFP

In 2021, there were 1,216 Bergen County youth and 1,029 Middlesex County youth between the ages of 5 and 20 with developmental disabilities eligibility. The largest age group in both counties is teens ages 14-17 and 18+. There are more eligible males in both counties (73% male). Most youth are Hispanic or White, with White constituting the largest ethnic/racial group in both counties. Less than 7% in Bergen County and 13% in Middlesex are Black. In both counties, race for about 30% is missing, undetermined or another race. Source: Rutgers School of Social Work CSOC Data Portal, Developmental Disabilities Eligible Youth report Middlesex and Bergen Counties are among those with the highest rates of foreign-born residents in the state, and the lowest of English only speakers. Socioeconomically, these are affluent counties where less than 10% of families with children live in poverty, however, in both counties, the cost of living is over \$100,000, with the cost of living exceeding the median family income in Middlesex and being almost equal in Bergen. Source: Rutgers School of Social Work and New Jersey Department of Children and Families: A Profile of Family and Community Indicators Updated November 2021

According to Middlesex County's report, "There is a gap in services to address youth suffering from substance use and/or other cooccurring mental health issues, along with any intellectual or developmental disability... We learned that additional services are needed including... providers who are trained to treat youth with intellectual and developmental disabilities." (Page 53) Transportation and cultural staff competencies were cited as barriers to care for children with mental health challenges in both County DCF reports. Multi-cultural and bilingual staff are needed to address access barriers for Middlesex and

Program Description cont.

Bergen Counties' diverse families. Barriers to care and service gaps are reflected in the high volume of mobile response dispatches,

## Program Description cont.

which are made when a child's emotional or behavioral health challenges threaten their own wellbeing or the stability of their current living arrangement, and out of home treatment placements (public/ private residential treatment for behavioral health, substance use or IDD). In 2021, there were 4,975 mobile call dispatches and 144 out of home placements in the two countries. Source: Rutgers School of Social Work CSOC Data Portal, Mobile Response Dispatches and Youth in Out of Home Treatment Reports.

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

The ultimate goal of the proposed project is to stabilize targeted youth and children within their homes while building family skillsets to ensure community integration and maintenance in the home. Measurable objectives will include:

- Reduction in use of restraints
- Reduction in psychiatric hospitalizations and emergency room use.
- Reduction in target behaviors that prevented development and inclusion, threatened ability to remain in home, and jeopardized health or safety.
- Increased coping skills.
- Increased quality of life
- Improved physical/ dental health.
- Reduced severity of psychiatric symptoms
- Decreased caregiver stress.
- Reduced encounters with law enforcement.
- Reduction in the rate of crisis calls/ emergencies.
- High rates of youth/child and family satisfaction with program quality, communication, and staff support/response
- Increased independent functioning.
- Increased behavioral regulation.
- Decreased entry into acute care settings.
- Increased engagement in community activities
- Increased capacity to manage behavior.
- Increased caregiver support
- Increased feelings of safety, well-being, and connection

- **Describe the program approach and method of service delivery.**

Community Options will blend the evidence-based, evidence-informed, and promising practices outlined in the IDMS-IDD RFP to create a clinical response that encourages self-determination, community inclusion, family involvement and stability.

By utilizing a Mobile Treatment Team staffing plan like the one used in the RESPOND model, we will integrate the expertise of multi-disciplinary clinicians, social workers, peer support specialists, and the families who know the children best to provide behavioral and physical health supports that address the child or youth's needs holistically. Reduction in psychiatric hospitalization and restraints plus improvement to coping skills and quality of life should follow the model's emphasis on comprehensive service coordination and treatment of social and medical issues that impact on the presentation of challenging behaviors.

## Program Description cont.

The small staff-to-individual ratio, focus on all-inclusive in-home services, flexible service delivery, and shared caseload that characterize the Assertive Community Treatment (ACT) model will reduce hospitalizations and improve functioning for youth. This model enables most services and supports to occur when and where they are needed by a singular treatment team, limiting the need to involve other providers or re-visit and exacerbate trauma through traditional service delivery by external providers. Constant team communication and treatment that responds flexibly to the evolving needs of children and families will predict and prevent crises.

As highlighted in the ACT and START guiding principles, to ensure person-centered services that meet the needs of the youth, treatment plans will be developed that are

## Program Description cont.

family and youth guided, developmentally appropriate, culturally and linguistically competent, strengths based, recovery oriented, and trauma informed. We will use biopsychosocial and multimodal assessments to understand treatment needs and develop plans to meet specific needs. Clearly defined outcome measures will ensure accountability to those receiving care, as well as to cost. By focusing on providing comprehensive training and coordination to team members, and by ensuring that hired staff are experts on the population served and on existing resources and community linkages, we will ensure quality treatment that fills service gaps and avoids duplication of service.

Community Options' behavior support team currently utilizes Mindfulness Based Positive Behavioral Supports (MBPS) and will continue to do so within the proposed Future Visions program model. Parents and caregivers will be taught to meditate and use positive behavior supports to reduce challenging behaviors in children while managing their own stress. In our current DCF home models, Community Options runs monthly skill training groups for families using this model.

The Developmental, Individual differences, Relationship-based (DIR) model will be used to build healthy social and emotional foundations for learning and development in the youngest individuals with autism. DIR could be used with older youth and/or younger children with other diagnoses as deemed clinically appropriate and useful to treatment. Community Options' Future Visions program will also uniquely focus on working with parents to prepare for and build toward transitions for their children. Parents will be encouraged to learn about options for life after high school graduation and after children age out of eligibility for DCF services. We will focus on connecting youth who are interested in work with work experience and pre-employment transition services. Work experiences that take place within competitive and integrated workplaces is an evidence-based practice.

Team schedules will be flexible to meet the evolving needs of the children and their families. Treatment, therapy, and treatment team meetings that include the child and their families will be scheduled during early morning, evening or after school/work hours and on weekends to ensure participation, involvement, and ease of access for children and their families and/ or natural supports.

Caregivers will be engaged early in the referral process so that the treatment team can incorporate family therapy, coaching and peer support in service planning and delivery. Service intensity will increase when service begins and planned respite and supports will be scheduled to ensure that caregivers have the breaks and supports they need to be rested and prepared enough to actively and productively participate as part of the treatment team. A computer tablet will be supplied to each family, not to replace in-person and face to face interactions with staff, but to enhance communication and behavior supports. Families can use tablets rather than telephones to contact staff telephonically during crisis. On-call staff will not only be able to hear about the crisis, but to have a visual of the family, the environment, and the child that will allow them to develop the best possible response. Notes on progress can be entered into the tablets by families.

Teams and team members will maintain a fixed caseload to ensure familiarity with children and families and to guarantee treatment consistency. Individual teams will meet daily to assess the needs of their families and create schedules and treatment plans that respond to

Program Description cont.

those needs. The two clinical teams and team directors/ coordinators will convene multiple times per week to exchange best practices, resources, and progress.

- **Detail how customers access services.**

Program Description cont.

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

CSOC refers individuals to Future Vision with a warm hand off procedure. Referrals will be managed on a no eject/no reject basis. The warm hand off procedure will include all documentation needed to review previous records included for the child and family in order for Future Vision to build successful treatment plan and services. Community Options will have access to the youth's historical and current information. Community Options will obtain releases and obtain additional information as needed to support the youth. Community Options will connect and collaborate with the CMO and CFT upon referral for coordination of care and scheduling initial meetings. All documents included but not limited to treatment plans, physicals, medication, previous hospitalizations, medical records, psychological assessments, psychiatric treatments, psychosocial, biopsychosocial assessment, CANS, FANS, behavior support plans, functional behavior assessment, lab work, school records, current services, and summary of previous services in places will be provided during the warm hand off. Discharge planning will start at the beginning of services with notification to the family as a way to prepare and provide the family with information to ensure effective transition during the process. The goal of Future Vision is to transition skills to the family to work towards discharge. The treatment team will provide weekly updates on progress in order to ensure effective services are in place to determine discharge criteria.

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

Services will be delivered in the home and community. There will be no service delivery in the provider office space.

- **Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.**
    1. If a family calls in a crisis during business hours it will be managed internally by the team.
    2. If the family has a crisis after business hours, they will be provided with one number to call the 'crisis number'. The on call number will be electronically routed to the on call staff member. The crisis number will be assigned, on a rotating schedule to the following staff: RNs, BCBAs, Mobile Coordinators, Resource Coordinator and LPCs. The assigned team member will be available to provide telephonic responses up to one hour. Furthermore, face to face visits will be provided within 24 hours by a team member.
    3. Back up on call will be the Clinical Director if the on call is not available.
    4. Back up to the Clinical Director will be the Program Director if the Clinical Director is not available.
    5. Back up instructions will be provided to contact the clinical director and program director in the event the on call is unavailable, these instructions will be provided to performcare.
- 

- **Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the**

Program Description cont.

**practice of counting a customer receiving services only once within a service cycle.**

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

Not applicable this year- new program



Program Name: Future Visions

**Annex A**  
**SERVICE OUTCOMES**  
**Section 2.3**

<b>GOALS</b>	<b>OBJECTIVES</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>REPORTING</b>	<b>SUPPORTING DOCUMENTATION</b>
Reduced severity of psychiatric symptoms	18 youth concurrently receive comprehensive psychiatric evaluation and treatment.	Youth meet psychiatrist 3 hours per month per youth.  Psychiatrist reviews treatment records and medication regiment	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy and engage in evaluation activities as to monitor the efficacy of the program.		Quarterly reports
Increased behavioral regulation.	18 youth concurrently receive comprehensive positive behavior supports	Develop safety and self-care plan and ongoing consultation.  Developing positive behavior support plan and functional behavior support plan	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy		Quarterly reports

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
Increased feelings of safety, well-being, and connection.	18 youth and family concurrently to receive psycho-education activities	Psycho-educational activities consistent with treatment provided to families and youth at least monthly	Meet minimally quarterly with the program evaluation team to review progress on implementation		Quarterly reports
Increased quality of life	18 youth and family concurrently to receive family therapy and/or individual therapy	Development comprehensive treatment plan  Provide individual or family therapy at least bi-weekly basis	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy and engage in evaluation activities as to monitor the efficacy of the program.		Quarterly and ad hoc reports
The ultimate goal of the proposed project is to provide 24/7 intervention, treatment and supports for identified youth and young adults within their homes while building family skillsets to ensure community integration and maintenance in the home.	Deliver IMTS Program service deliverables as defined in the RFP and program response.  Participate in the IMTS Program Evaluation and ongoing continuous quality improvement.	-maintain staffing complement as outlined -implement  -maintain 24/7 crisis response  -multidisciplinary team service approach inclusive of evidence-based practice  - deliver specific service delivery elements e.g., minimum intervention	Report quarterly on service deliverables including program activity and staffing levels.  Engage in related CQI activities, as necessary.  Meet minimally quarterly with the program evaluation team to review progress on implementation and		Quarterly and ad hoc reports as developed and prescribed.

		<p>time per youth as defined in RFP for each discipline and as driven by family/youth needs</p> <p>-maintain documentation to support activity</p> <p>-coordinate obtaining and sharing information with Eval Team and meet as prescribed</p>	<p>efficacy and engage in evaluation activities to monitor the efficacy of the program.</p> <p>Implement CQI, as necessary.</p>		
Improved physical/dental and integrated health	18 youth concurrently access appropriate health care and advocating for comprehensive health care	-ensure the youth is accessing appropriate health care, advocating, and helping the youth and family understand physical and behavioral health diagnosis, treatment, medication, their relationship and potential impact on overall well-being; help team apply integrated health lens	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy and engage in evaluation activities as to monitor the efficacy of the program		Quarterly reports
Supplemental support to the treatment plan	18 youth concurrently access consultation services through OT, speech, and interpreter services	-to be accessed and used as needed to support the individualized need of the youth including OT, Speech, and interpreter services.	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy and engage in evaluation activities as to monitor the efficacy of the program		Quarterly reports

Increased capacity to manage behavior.	18 youth concurrently access 24/7/365 crisis response	24/7/365 crisis response – making sure the IMTS families understand the crisis response procedure and have access to crisis support – if the family calls PerformCare during a crisis they will be transferred to IMTS crisis response number	Meet minimally quarterly with the program evaluation team to review progress on implementation and efficacy and engage in evaluation activities as to monitor the efficacy of the program		Quarterly reports
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**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4**

**Program Name:** Future Visions

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	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		%OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/>							
<input type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	██████████	9AM	5PM	100%	MSW	Administrative- oversight of program 24/7/365, support to clinical team as needed- Bergen/Middlesex
<input type="checkbox"/> FT <input type="checkbox"/> PT	Administrative Assistant	██████████████████	9AM	5PM	100%	BA	Records management Ber/Mid
<input checked="" type="checkbox"/> <input type="checkbox"/> FT <input type="checkbox"/> PT	Clinical Director	██████████████████	9AM	5PM	100%	MA, BS, LPC, LMHC-NY	Provide clinical oversight, consultation, training, supervise clinical teams, on-call coverage to ensure timely response and face-to-face w/24 hrs. Ber/Mid
<input checked="" type="checkbox"/> <input type="checkbox"/> FT <input type="checkbox"/> PT	Respite Resource Coordinator	██████████████████	9AM	5PM	100%	BA	Provide resource/respite information to families, act as a liaison with community resources, link and refer families to support services. Ber/Mid
<input checked="" type="checkbox"/> <input type="checkbox"/> FT <input type="checkbox"/> PT	Mobile Team Coordinator	██████████████████	9AM	5PM	100%	BA	Supervises team and schedules, oversees daily operations, share on-call, face to face duties within 24 hours, arrange family orientation within 24 hours-Bergen
<input checked="" type="checkbox"/> <input type="checkbox"/> FT <input type="checkbox"/> PT	Mobile Team Coordinator	██████████████████	9AM	5PM	100%	MSW	Supervises team and schedules, oversees daily operations, share on call, face to face duties within 24 hours, arrange family orientation within 24 hours- Middlesex
<input checked="" type="checkbox"/> <input type="checkbox"/> FT <input type="checkbox"/> PT	Licensed Clinician	██████████████████	9AM	5PM	100%	LPC	Provide family therapy, act as a liaison, complete assessments, share on-call duties, face to face within 24 hours-Bergen

<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Licensed Clinician	██████████	8AM	4PM	100%	LPC	Provide family therapy, act as a liaison, complete assessments, share on-call duties, face to face within 24 hours- Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Registered Nurse	██████████	9AM	5PM	100%	RN	Consultation, assess, monitor medication regimens, provide education/support to families, youth, share on-call duties, face to face within 24 hours-Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Registered Nurse	██████	9AM	5PM	100%	RN	Consultation, assess, monitor medication regimens, provide education/support to families, youth, share on-call duties, face to face within 24 hours- Middlesex

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

**Program Name:**            Future Visions  


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

**Program Name:** Future Visions

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		%OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bcba	██████████	8AM	4PM	100%%	MS, BCBA licensure	Implement behavior support interventions, Provide ABA, share on-call, f/f 24 hrs,Berg.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bcba	██████████	9AM	5PM	100%%	MS, BCBA licensure	Implement behavior support interventions, Provide ABA, share on-call f/f/ 24 hrs,Berg.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bcba	██████████	10AM	6PM	100%%	MS, BCBA licensure	Implement behavior support interventions, Provide ABA, share on call f/f 24 hrs, Mid.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Bcba	██████████	11AM	7PM	100%%	MS, BCBA licensure	Implement behavior support interventions, Provide ABA, share on-call f/f 24 hrs. Mid
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Peer Support Specialist	██████████	9AM	5PM	100%%	BA	Provide peer support to families, advocate, educate families re: program services- Ber
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Peer Support Specialist	██████████	9AM	5PM	100%%	BA	Provide peer support to families, advocate, educate families re: program services-Mid
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	7AM	3PM	100%%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	8AM	4PM	100%%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	8AM	4PM	100%%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	10AM	6PM	100%%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen

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

**Program Name:** Future Visions

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		%OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	11AM	7PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	7AM	3PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support. Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	10AM	6PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support Bergen
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	7AM	3PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support- Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	8AM	4PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support-Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	8AM	4PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support- Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	10AM	6PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support- Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	11AM	7PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support- Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	███	11AM	7PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support-Middlesex
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Rbt	██████████	7AM	3PM	100%	RBT certification	Provide daily and direct f/f youth in-home behavioral and family support-Middlesex





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

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Future Vision  
**Service Type:** Intensive Mobile Treatment Services For Youth And Young Adults With IDD  
**Description of Unit Measurement:** Days/Month  
**Number of Contracted Slots/Units:** \_\_\_\_\_  
**Number of Annualized Units:** \_\_\_\_\_

*Numbers should reflect unduplicated service counts.*

	<b>1</b>	<b>2</b>	<b>3</b>
	<b>MONTH</b>	<b>MONTHLY SERVICE DAYS OR UNITS</b>	<b>MONTHLY CONTRACT LOS</b>
<b>1</b>	February	28	
<b>2</b>	March	31	
<b>3</b>	April	30	
<b>4</b>	May	31	
<b>5</b>	June	30	
<b>6</b>	July	31	
<b>7</b>	August	31	
<b>8</b>	September	30	
<b>9</b>	October	31	
<b>10</b>	November	30	
<b>11</b>	December	31	
<b>12</b>	January	31	
	<b>ANNUAL TOTALS</b>	<b>365</b>	

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT INFORMATION FORM  
PAGE 1 OF 17

Agency: Community Options, Inc.  
 Address: 16 Farber Road  
Princeton, NJ 08540  
 Phone: (609) 951-9900  
 Chief Executive Officer: Robert Stack

Agency Federal ID#: [REDACTED]  
 Charities Registration #: [REDACTED]  
 Non-Profit Agency     For-Profit Agency     Public Agency  
 Budget Period: 2/1/2023 to 1/31/2025 Agency Fiscal Year End: June 30th  
 Schedules Completed: 1 2 3 4 5 6  
 Cash Basis     Accrual Basis

Prepared By: Belgica V. Cedeno

Date: 3/21/2023

Contracting Division	Contract #	Program Name	Reimbursable Ceiling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person and Telephone #
Department of Children & Families	23COBR	Future Visions	\$9,400,000	Therapeutic	CR	Auto	[REDACTED]	Nancy Ward - [REDACTED]

Division Use Only

Contract # \_\_\_\_\_  
 Effective Dates \_\_\_\_\_ to \_\_\_\_\_  
 Division \_\_\_\_\_

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

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

  
 \_\_\_\_\_  
 Agency Authorized Signatory

\_\_\_\_\_  
 Fiscal Officer

































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

Agency Community Options, Inc.  
Contract# RFP - Intensive Mobile Treatment Services

THIS SCHEDULE IS NOT APPLICABLE

PURPOSE  
BUDGET PREPARATION  
MODIFICATION BUDGET  
EXPENDITURE REPORT  
PERIOD COVERED

2/1/2023 - 1/31/2025

DESCRIPTION	1 TOTAL	2 Future Visions YEAR ONE	3 Future Visions YEAR TWO	4 0	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
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	\$ -									
<b>Total K. Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Supporting documentation is required to substantiate the allocations.

**Agency:** Community Options, Inc  
**Contract#:** RFP - Intensive Mobile

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

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT  
 PERIOD COVERED

2/1/2023 - 1/31/2025

THIS SCHEDULE IS NOT APPLICABLE

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







**Schedule of Estimated Claims**

**Third Party Contract Summary Report - Page 1 of 2**

Provider **Community Options, Inc.**  
 Division **CSOC**  
 Contract **23COBR**  
 Dates **2/1/2023 to 1/31/2025**

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

Account and CFDA Information	Amt
1620-086 COVID ARP FMAP BUMP DCF IMTS-IDD (93.778)	\$9,400,000.00
<b>Grand Total</b>	<b>\$9,400,000.00</b>

Authorized Provider Signature 

CFD

Date

DCF Contract Supervisor Signature 

Date



**Schedule of Estimated Claims  
Third Party Contract Summary Report - Page 2 of 2**

Provider Community Options, Inc.  
 Division CSOC  
 Contract 23COBR  
 Dates 2/1/2023 to 1/31/2025

<b>Original Contract Ceiling</b>
\$9,400,000.00

<b>Contract Modifications</b>	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
Mod 9	\$0.00
Mod 10	\$0.00
	<u>\$0.00</u>

<b>Total Contract Ceiling</b>
\$9,400,000.00

<b>Total Match Amount</b>
\$0.00

<b>Amended Contract Ceiling *</b>
\$9,400,000.00

<b>Payments by Month *</b>	
2023 February	\$391,666.00
2023 March	\$391,666.00
2023 April	\$391,666.00
2023 May	\$391,666.00
2023 June	\$391,666.00
2023 July	\$391,666.00
2023 August	\$391,666.00
2023 September	\$391,666.00
2023 October	\$391,666.00
2023 November	\$391,666.00
2023 December	\$391,666.00
2024 January	\$391,674.00
2024 February	\$391,666.00
2024 March	\$391,666.00
2024 April	\$391,666.00
2024 May	\$391,666.00
2024 June	\$391,666.00
2024 July	\$391,666.00
2024 August	\$391,666.00
2024 September	\$391,666.00
2024 October	\$391,666.00
2024 November	\$391,666.00
2024 December	\$391,666.00
2025 January	\$391,674.00
<b>Grand Total</b>	<b>\$9,400,000.00</b>

<b>Payments by State Fiscal Year *</b>		
2023	1620-086	\$1,958,330.00
2024	1620-086	\$4,700,000.00
2025	1620-086	\$2,741,670.00
<b>Grand Total</b>		<b>\$9,400,000.00</b>

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





Component  
**1**  
 Schedule of Estimated Claims  
 Third Party Contracts

SEC - ver 2/2/23

Provider Name Community Options, Inc.  
 Component Name ITMS-IDD Contract Administrator [REDACTED]

Division CSOC Contract No 23COBR Contract Start 2/1/2023 Contract End 1/31/2025

Type of Funding Annualized			
1620-086 COVID ARP FMAP BUMP DCF IMTS-IDD (93.778)			
	Month	YY	Amount
	February	23	\$391,666.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	March	23	\$391,666.00
	April	23	\$391,666.00
	May	23	\$391,666.00
	June	23	\$391,666.00
	July	23	\$391,666.00
	August	23	\$391,666.00
	September	23	\$391,666.00
	October	23	\$391,666.00
	November	23	\$391,666.00
	December	23	\$391,666.00
January	24	\$391,674.00	
Match Required?			
No			
(enter Yes/No)			
0.0%			
	<b>Total</b>		<b>\$4,700,000.00</b>

Type of Funding Annualized			
1620-086 COVID ARP FMAP BUMP DCF IMTS-IDD (93.778)			
	Month	YY	Amount
	February	24	\$391,666.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	March	24	\$391,666.00
	April	24	\$391,666.00
	May	24	\$391,666.00
	June	24	\$391,666.00
	July	24	\$391,666.00
	August	24	\$391,666.00
	September	24	\$391,666.00
	October	24	\$391,666.00
	November	24	\$391,666.00
	December	24	\$391,666.00
January	25	\$391,674.00	
Match Required?			
(enter Yes/No)			
0.0%			
	<b>Total</b>		<b>\$4,700,000.00</b>

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

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

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

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

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

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

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

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$9,400,000.00
Modifications to Component Ceiling	\$0.00
<b>Total Component Ceiling</b>	<b>\$9,400,000.00</b>

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

NOTES:



## **REQUEST FOR PROPOSALS**

**FOR**

### **INTENSIVE MOBILE TREATMENT SERVICES FOR YOUTH AND YOUNG ADULTS WITH INTELLECTUAL / DEVELOPMENTAL DISABILITIES**

**Publication Date: September 20, 2022**

**Response Deadline: October 26, 2022, by 12:00 P.M.**

**Funding of \$4,700,000 Available**

**ARP Funding-CFDA #93.778**

**There will be a virtual Mandatory Respondent's Conference on  
October 5, 2022 at 12:00PM-2:00PM**

**The link to the Respondent's Conference is:  
<https://www.zoomgov.com/j/1614263845>**

**Christine Norbut Beyer, MSW  
Commissioner**

**The Department of Children and Families (DCF) is the agency dedicated to ensuring all New Jersey residents are safe, healthy, and connected. To that end, DCF announces to potential Respondents its intention to award a new contract.**

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**Section I - General Information**

**A. Pre-Response Submission Information:**

There will be a virtual Mandatory Conference for all Respondents held on October 5, 2022, at 12:00PM-2:00PM.

Join ZoomGov Meeting  
<https://www.zoomgov.com/j/1614263845>

Meeting ID: 161 426 3845  
One tap mobile  
+16692545252,,1614263845# US (San Jose)  
+16468287666,,1614263845# US (New York)

Dial by your location  
+1 669 254 5252 US (San Jose)  
+1 646 828 7666 US (New York)  
+1 669 216 1590 US (San Jose)  
+1 551 285 1373 US  
Meeting ID: 161 426 3845  
Find your local number: <https://www.zoomgov.com/u/ad0m9qE0pw>

Join by SIP  
[1614263845@sip.zoomgov.com](mailto:1614263845@sip.zoomgov.com)

Join by H.323  
161.199.138.10 (US West)  
161.199.136.10 (US East)  
Meeting ID: 161 426 3845

Respondents may not contact the Department directly, in person, or by telephone, concerning this RFP. Questions may be sent in advance of the Respondent's Conference until October 3, 2022, at 12:00 PM by email to: [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP and reference the page number and section number to which it relates. All inquiries submitted should reference the above Program Name in the subject heading. Written inquiries will be answered and posted on the DCF website as a written addendum to this Response at: <https://nj.gov/dcf/providers/notices/requests/>

Technical inquiries about forms, documents, and format may be requested at any time prior to the Response deadline.

## **B. Summary Program Description:**

The New Jersey Department of Children and Families' (DCF) Children's System of Care (CSOC) announces the availability of funding for the purpose of providing **Intensive Mobile Treatment Services for Youth and Young Adults with Intellectual / Developmental Disabilities (IMTS-IDD)** that have been determined eligible for Children's System of Care (CSOC) functional services pursuant to N.J.A.C. 3A:40-2.1 – 3A:40-2.3, and are ages five (5) through twenty (20) years old with intellectual/developmental disabilities (I/DD) and who present with complex, challenging behavior and/or co-occurring mental health conditions.

The IMTS-IDD services aim to deliver a safe, stable, and therapeutically supported intensive treatment program with a comprehensive array of services delivered in the youth's and family's home and community.

Through an individualized approach, based on an assessment of the youth and family system, services will be tailored to each youth and their family. A multi-disciplinary team will be comprised of behavioral, psychiatric, and medical experts, supported by a team of direct support from other specialists. Through a family-centered approach, the IMTS-IDD team will assist the youth with acquiring, retaining, improving, and generalizing the behavioral, self-help, socialization, relational and communication skills needed to enhance relationships, increase independence and functioning (e.g., improve self-care, negotiation and conflict resolution skills, develop effective coping skills, healthy limit-setting, and social skills, manage stress and symptom/medication, and pursue self-fulfillment, education and potential employability). Services will be accessible 24/7 and consist of daily check points among the treatment team and with the family to assess the effectiveness of treatment interventions and supports and adjust these as needed to improve outcomes. Targeted approaches will assist youth in regulating emotional and behavioral responses, developing meaningful relationships, and effectively understanding and expressing their needs to the best of their ability, which will aid in the successful transition to less intensive community services.

**DCF anticipates making one (1) award to fund one (1) agency with the ability to provide holistic care through two (2) treatment teams each serving nine (9) (18 total) male and female children, youth, and young adults concurrently. The anticipated duration of engagement for those served by this program is six (6) to twenty-four (24) months with an average of twelve (12) months.**

**The successful Respondent will propose to establish a total of two (2) teams, with one (1) team for two (2) of the following counties: Bergen, Gloucester, or Middlesex. The designated county service areas may be adjusted by CSOC as needed to ensure full utilization of program resources. The annualized funding available is up to \$4,700,000.00. All**

funding shall be subject to the appropriation of sufficient funds and the availability of sufficient resources.

An awardee must have the program fully operational within sixty (60) days of award.

A successful Respondent shall demonstrate their ability to provide a comprehensive in-home program with a full range of services beyond traditional functional-based interventions and crisis response. Using evidence-based and promising practices, the model shall include 24/7/365 crisis response; comprehensive, coordinated continuum of supports; intensive transition planning; collaboration with key system partners; equitable access for all families; a culturally and linguistically competent team; an appropriate framework for monitoring and quality assurance; and the development of a robust individual youth and program outcomes tracking system.

### **C. Funding Information:**

**For the purpose of this initiative, the Department will make available one (1) award totaling an annualized amount not to exceed \$4,700,000 per year for up to two (2) years, or \$9,400,000 in total.** Funds must be expended by December 31, 2025.

All funding is subject to appropriation. The continuation of funding is contingent upon the availability of funds and resources in future fiscal years. DCF reserves the right to award all or a portion of the requested amount.

Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF. Funds awarded under this program may not be used to supplant or duplicate existing funding.

Additional funds are not available. Any proposed one-time expenses must be funded with anticipated contract accruals. This is a competitive process and Respondents are on notice that no annual increases will be considered as part of this contract to salaries, fringe, or benefits in future negotiations or contracts, unless approved by the State legislature for all contracting entities.

Operational start-up costs are not permitted to be reimbursed under this contract. Matching funds are not required.

This awarded contract will involve the allocation and expenditure of COVID-19 Recovery Funds and is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller ("OSC") is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by

the Governor's Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

#### **D. Respondent Eligibility Requirements:**

Respondents must be business entities and/or Universities that are duly registered to conduct business within the State of New Jersey, including for profit or non-profit corporations, partnerships, and limited liability companies.

Respondents must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship and in compliance with all terms and conditions of those grants and contracts.

Respondents must not be suspended, terminated, or barred for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.

DCF will not accept, receive, or consider a Response from those under a corrective action plan with DCF, or any other New Jersey State agency or authority.

Respondents must be fiscally viable and be able to comply with the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual and N.J.A.C. 10:3.

Respondents must execute sub-contracts, after the review and approval of DCF, within forty-five (45) days of contract execution.

Where required, all Respondents must hold current State licenses.

Respondents that are not governmental entities must have a governing body that provides oversight as is legally required in accordance with how the entity was formed such as a board of trustees, non-profit, for profit, LLC.

Respondents must have the capability to uphold all administrative and operating standards as outlined in this document.

Respondents must have the program operational within sixty **(60) days of award**. Extensions may be available by way of written request to the CSOC Assistant Commissioner. **Award is subject to be rescinded if not operationalized within sixty (60) days of RFP award.**

#### **Medicaid Enrollment**

The awardee will enter into a cost-reimbursement contract for up to two (2) years, contingent on available funding. Although not required for payment under the cost-reimbursement contract, Respondents must have the demonstrated ability, experience, and commitment to enroll as a NJ Medicaid



provider and subsequently to submit claims for reimbursement through NJ Medicaid and its established fiscal agent, Gainwell Technologies, within prescribed timelines.

#### **E. Response Submission Instructions:**

**All responses must be delivered ONLINE on the due date by 12:00 PM. Responses received after 12:00 PM on October 26, 2022, will not be considered.**

To submit online, Respondent must complete an Authorized Organization Representative (AOR) form. The completed AOR form must be signed and dated by the Chief Executive Officer or designated alternate and sent to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)

Authorized Organization Representative (AOR)  
Form: <https://www.nj.gov/dcf/providers/notices/AOR.doc>

Registered AOR forms may be received five (5) business days prior to the date the response is due. Upon receipt of the completed AOR, DCF will grant the Respondent permission to proceed and provide instructions for the submission of the Response. DCF recommends not waiting until the due date to submit your Response in case there are technical difficulties during your submission.

#### **F. Required PDF Content of the Response:**

Submit as your Response in response to this RFP separate PDF documents labeled as follows:

**PDF 1** – *Section II: Required Performance and Staffing Deliverables* ending with a Signed Attestation of Acceptance

**PDF 2** - *Section III: Documents Required to be Submitted with This Response, subsection A. Documents to be Submitted in Support of This Response*

**PDF 3** - *Section III: Documents Required to Submitted with This Response, subsection B. Organizational Documents Prerequisite to a Contract Award to be Submitted with the Response*

**PDF 4** – *Section IV: Respondent’s Narrative Responses, subsections A. Community and Organizational Fit; B. Organizational Capacity; and C. Organizational Supports; D. Population of Focus and Statement of Need; E. Proposed Program Model and Implementation Approach; E. Staff Recruitment & Retention; G. Proposed Budget; H. Reduction of Seclusion and Restraint Use and I. Response to IMTS-IDD RFP Vignette*

## **Section II - Required Performance and Staffing Deliverables**

**NOTE: AFTER REVIEWING THE REQUIRED DELIVERABLES LISTED BELOW, RESPONDENTS MUST SIGN THE SIGNATURE ATTESTATION AT THE BOTTOM OF THIS SECTION TO SIGNIFY ACCEPTANCE OF ALL OF THEM.**

**(SUBMIT A COMPLETE COPY OF THE CONTENT OF SECTION II, ENDING WITH YOUR SIGNED ATTESTATION, AS A SINGLE PDF DOCUMENT. THIS WILL BE THE FIRST PDF SUBMISSION IN YOUR RESPONSE PACKET AND IS TO BE LABELED AS: PDF 1: SECTION II - REQUIRED PERFORMANCE AND STAFFING DELIVERABLES)**

- A. Subject Matter - The below describes the needs Respondents must address in this program, the goals they must meet, and the vulnerabilities they will target for prevention.**

The Respondent shall describe a wide array of developmentally appropriate interventions for youth ages five (5) through twenty (20).

CSOC serves children, youth, and young adults with emotional and behavioral health challenges, intellectual/developmental disabilities, substance use challenges, and their families. CSOC is committed to providing these services with an approach that is strength-based, family-focused, culturally competent, healing centered and delivered within community-based environments based on the youth and family's needs, elements reflective of the System of Care approach, Wraparound values and principles, and the Six Core Strategies.

CSOC contracted programs utilize a clinical treatment approach that supports the utilization of evidence-based practices and an approach to service delivery that promotes flexible, individualized treatment, and effective utilization of program resources. CSOC continues to develop appropriate resources and services to support individuals with the most significant behavioral challenges. Since 2013, new residential programming has included Intensive Services for Youth with Intellectual Disabilities (I-IDD), Residential Treatment Centers for Youth with Intellectual Disabilities (RTC-IDD), Group Level One for IDD (GH1-IDD), and Group Level Two for IDD (GH2-IDD), as well as a new model of care through ten five-bed Crisis Stabilization and Assessment Services (CSAP-IDD) programs. CSOC's goal is to continue to develop a system of services to support individuals in the least restrictive environment and concurrently ensure appropriate treatment and targeted planning to transition individuals out of more intensive and restrictive settings or maintain them in the least restrictive setting.

CSOC commits to serving youth within their home and community whenever possible. Youth with intellectual or developmental disabilities who experience more complex and co-occurring disorders are often unable to remain at home and connected with their families while also receiving the interventions and supervision necessary to ensure their safety and wellbeing. Currently, the most

intensive supports available to this subgroup of youth and their families are located within a residential setting. However, removing youth from their home can disrupt healthy family dynamics and supportive relationships, which are vital in any youth's healing and development when facing challenges. Ultimately this can complicate the treatment process and lead to extended lengths of stay and a delayed discharge and transition to home. Longer lengths of stay can lead to feelings of hopelessness, disengagement from natural supports in their community, as well as limit access to residential services for other youth needing residential care, resulting in youth further decompensating and presenting in emergency rooms, psychiatric screening centers, and psychiatric inpatient units.

DCF reviewed numerous models in the development of this RFP. While none of the identified models alone address all elements needed to implement this IMTS-IDD pilot program successfully, several contain best practices and approaches for working with youth with serious challenges related to IDD, effective approaches to the delivery of services in the community that are traditionally rendered in residential settings, and essential elements for ensuring 24/7 availability and crisis management. The below represent the models approved for use in this program:

- Residential Enhancement Service, Planning Opportunities for New Directions (RESPOND): RESPOND provides intensive and innovative assessment, treatment, and support to youth, including those with a dual diagnosis of a serious emotional disturbance and intellectual disability. The program is a collaboration between Western Psychiatric Institute & Clinic of UPMC (WPIC), FamilyLinks, Fayette Resources and the Allegheny County Department of Human Services. While this program is designed to be an enhancement to residential services and the residential provider agency hires direct care professionals, each residence is also supported by a Mobile Treatment Team (MTT). The MTT includes a child clinical psychologist with a specialization in applied behavior analysis, a child and adolescent psychiatrist, a psychiatric nurse, a behavior analyst, a social worker, and a community-based clinician who have a range of clinical expertise in providing services and supports for youth with intellectual disabilities and child psychopathology. A Mobile Treatment Team develops highly individualized behavioral treatment plans (MTT). The treatment plan is fluid, with frequent, ongoing changes made as a refined understanding of the child develops. The plan includes strategies to address mental health, physical health (nutrition, dental, etc.), educational and vocational needs, and daily living skills. The MTT travels from residence to residence on scheduled visits and in response to urgent needs. Their combined expertise integrates behavioral health supports with physical health

supports to improve outcomes.

MTT outcome data revealed that psychiatric hospitalizations and the use of restraints were all positively affected by program engagement. Youth also made moderate progress on indicators in functional and mental health domains. Individuals' progress in these areas varied, with some youth experiencing little to no change and others demonstrating a substantial improvement. No indicator or measure showed a post-enrollment decline in RESPOND youths' performance or progress.

Families repeatedly identified the following items as strengths of the program: the coordination of services; communication with the RESPOND team; the expertise and impact of the MTT; their child's development and maintenance of coping skills; and the overall impact the program had on their quality of life.<sup>1</sup>

- Assertive Community Treatment (ACT) is an evidenced-based, comprehensive community-based model for delivering treatment, support, and rehabilitation services to individuals with severe mental illness endorsed by the Substance Abuse and Mental Health Services Administration (SAMHSA). ACT has been seen as appropriate for adults who experience the most intractable symptoms of severe mental illness and the most significant level of functional impairment. Programs that adhere most closely to the ACT model are more likely to get the best outcomes.

Traditional ACT is characterized by:

- A team approach where practitioners with various professional training and general life skills work closely together to blend their knowledge and skills.
- In vivo services are delivered in the places and contexts where they are needed.
- Small staff-to-consumer ratio.
- Services are provided as long as needed.
- Shared caseload where the team as a whole is responsible for ensuring that individuals receive the services they need to live in the community and reach their personal goals.
- Flexible service delivery where the team meets daily to discuss the individual's progress and quickly adjust services to respond to the individual's changing needs.
- Fixed point of responsibility where the team provided most of the needed services instead of sending individuals to

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<sup>1</sup> Good, M., Odah, C., Bell, B., and Dalton, E., 2011. *Residential Enhancement Service Planning Opportunities for New Directions Program RESPOND) A Program Evaluation*. Allegheny County Department of Human Services.

various providers; however, the team ensures the individual receives the needed services.

- Services are available 24 hours a day, seven days a week. However, team members often find that they can anticipate and avoid crises.<sup>2</sup>
- Research demonstrates that the ACT model effectively reduces hospitalization, is no more expensive than traditional care, and is more satisfactory to consumers and their families than standard care.<sup>3</sup>

Youth-ACT has been implemented in several states. While ACT for adults has been extensively investigated and shown to be effective, and the literature on youth-ACT is limited, some research has shown there are indications that Youth-ACT is effective in “reducing severity of psychiatric symptoms, improving general functioning, and reducing duration and frequency of psychiatric hospital admissions.”<sup>4</sup>

In July 2021, New York State’s Office of Mental Health published the “Youth Assertive Community Treatment (ACT) Program Guidance Document,” which describes Youth-ACT as a program to meet the significant needs of youth who are at risk of entering or are returning home from inpatient or residential settings. The following guiding principles are described as necessary to ensure services are person-centered and meet the needs of the youth.

- *Accessible and Available:* Services are flexible and mobile and adapt to the specific and changing needs of each child/family; utilize the home/community for service delivery, along with therapeutic, rehabilitative, and supportive approaches that best fit the needs of each child and family
- *Family-Driven, Youth Guided:* Services recognize that youth have the right to be empowered, educated, and given a decision-making role in the care of their own lives, including guiding the treatment, rehabilitative and supportive service delivery process.
- *Developmentally Appropriate:* Services and interventions are provided in a manner appropriate for a youth’s age and anchored to their developmental, social, and emotional stage and attuned to the relationship between the

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<sup>2</sup> Substance Abuse and Mental Health Services Administration. *Assertive Community Treatment The Evidence*. DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2008.

<sup>3</sup> Phillips SD, Burns BJ, Edgar ER, Mueser KT, Linkins KW, Rosenheck RA, Drake RE, McDonel Herr EC. *Moving assertive community treatment into standard practice*. Psychiatr Serv. 2001 Jun;52(6):771-9. doi: 10.1176/appi.ps.52.6.771. PMID: 11376224.

<sup>4</sup> Vijverberg R, Ferdinand R, Beekman A, van Meijel B. *The effect of youth assertive community treatment a systematic PRISMA review*. BMC Psychiatry. 2017 Aug 2;17(1):284. doi: 10.1186/s12888-017-1446-4. PMID: 28768492; PMCID: PMC5541424.

child/youth and family/caregiver. As the child/youth's needs indicate, the scope of service and interventions enable the family/caregiver's active involvement and are reflected in the treatment plan.

- *Culturally and Linguistically Competent*: Services are respectful of and responsive to the values and needs of the family and contain a range of expertise in treating and assisting families in a manner responsive to cultural and linguistic diversity. Services are delivered in a manner that recognizes and respects the culture and practices of the child/youth and family, including the awareness and understanding of different cultural groups' experiences.
  - *Strength-based*: Services rely upon a collaborative process between the team members, youth, and family, enabling them to work together to determine a treatment plan that draws on their strengths and assets. This process includes identifying family members and significant others who support and have a meaningful role in the child/youth's ongoing care or development. This may also include interventions and activities which build upon the youth's or family's competencies, interests, beliefs, values, and practices that serve as a source of support or growth.
  - *Recovery-Oriented*: Services incorporate a process of change through which the child/youth and family improves their health and wellness, live a self-directed life, and strive to reach their full potential.
  - *Trauma-Responsive and Trauma-Specific Services* that are based on understanding the vulnerabilities or triggers experienced by children who have experienced or witnessed trauma that may be exacerbated through traditional service delivery approaches. These services and programs can be more supportive and avoid re-traumatization.
  - *Evidence-Based/Promising Practices*: Services utilize or apply core components of evidence-based and promising practices, supported by continuing education activities for staff to promote learning and implementation.<sup>5</sup>
- Systematic, Therapeutic, Assessment, Resources and Treatment (START): START is an evidence-informed crisis prevention and intervention services model. It has been operated by the Center for START Services at the Institute on Disability at the University of New

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<sup>5</sup> <https://omh.ny.gov/omhweb/guidance/youth-act-program-guidance.pdf?msclkid=54632333c32211ec8cfe095ee9ab7d2e>

Hampshire since 2009 and has been implemented in numerous states. The START program addresses the need for community-based crisis prevention and intervention services for individuals with intellectual/developmental disabilities (I/DD) and co-occurring behavioral/mental health needs. START was cited as a model program in the 2002 U.S. Surgeon General's Report on mental health disparities for persons with intellectual/ developmental disabilities.<sup>6</sup>

The START crisis intervention model guiding principles are evidence-based/best practices; positive psychology and strengths-based; cultural and linguistic competence; trauma-informed; bio-psycho-social assessment; and treatment and coaching. START elements include cross-systems crisis prevention and response; comprehensive multimodal assessments; outreach; coaching; education; training and collective learning; systems linkage; well-trained workforce; and research and evaluation.

A primary goal of all START programs is to promote effective supports and services for persons with I/DD and behavioral health needs. Service elements aim to accomplish goals to improve:

- *Access to Care and Supports:* Care must be inclusive, timely, and community based.
- *Appropriateness of Care* is reflected in the ability of service providers to meet the specific needs of an individual, which requires linkages to several services and service providers, as individual service needs range and change over time. It also requires expertise to serve the population.
- *Accountability:* There must be specified outcome measures to care. Outcome measures must be clearly defined, and data review must be frequent and ongoing. Service systems must be accountable to everyone involved in the provision of care. The service delivery system must be accountable to the persons receiving care. Therefore, outcome measures need to account for whether an individual's service/treatment plan is effective over time. Service recipient satisfaction with services is an important outcome measure as well. Accountability measures should also pay attention to cost.

The three goals only conflict with each other when attention to the appropriateness of care and the need for access is lacking.<sup>7</sup>

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<sup>6</sup> <https://centerforstartservices.org/>

<sup>7</sup> Program Overview - The NADD. [http://thenadd.org/wp-content/uploads/2017/10/START-Overview\\_2017.pdf](http://thenadd.org/wp-content/uploads/2017/10/START-Overview_2017.pdf)

Positive outcomes of the START model include reduced use of emergency services and hospital stays, cost-effective service delivery, high rates of satisfaction by families and care recipients, increased professional linkages between multiple disciplines, and improved expertise across systems of care and services designed to fill service gaps.<sup>8</sup>

- **Mindfulness Based Positive Behavioral Supports:** Parents of children with autism report high levels of stress as compared to parents of neurotypical children or even those with chronic illnesses or other developmental disabilities. The stress associated with caring for individuals with IDD, especially when they engage in aggressive behavior, often compromises the medical and psychological well-being of caregivers. Mindfulness-Based Positive Behavior Support (MBPBS) has been shown to enable parents and other caregivers to reduce their psychological stress and to support children with ASD or ID to self-manage their challenging behaviors through positive behavior support (PBS).<sup>9</sup> In one study, both parents and their children were maintained for three years post-intervention. After time and training type were controlled for, meditation time was a significant predictor in reducing aggressive and disruptive behaviors, and in enhancing compliance of the children with mothers' requests.<sup>10</sup> Results in some studies suggest that MBPBS is equally beneficial for mothers of adolescents with ASD or ID<sup>11</sup> and demonstrated statistically significant improvement on outcome measures following treatment.<sup>12</sup>

MBPBS has been shown to be effective in reducing stress and professional caregivers of children and adolescents with ID and ASD who are often the demands of the job, including the nature and severity of challenging behaviors of the clients, work conditions, degree of management support for the staff, and the demands of implementing some interventions under adverse conditions.<sup>13</sup> When

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<sup>8</sup> [jstart\\_brochure2\\_final.pdf \(centerforstartservices.org\)](#)

<sup>9</sup> Singh NN, Lancioni GE, Medvedev ON, Myers RE, Chan J, McPherson CL, Jackman MM, Kim E. *Comparative Effectiveness of Caregiver Training in Mindfulness-Based Positive Behavior Support (MBPBS) and Positive Behavior Support (PBS) in a Randomized Controlled Trial. Mindfulness* (N Y). 2020;11(1):99-111. doi: 10.1007/s12671-018-0895-2. Epub 2018 Jan 30. PMID: 32435317; PMCID: PMC7223775.

<sup>10</sup> Singh NN, Lancioni GE, Medvedev ON, Hwang YS, Myers RE. *A Component Analysis of the Mindfulness-Based Positive Behavior Support (MBPBS) Program for Mindful Parenting by Mothers of Children with Autism Spectrum Disorder. Mindfulness* (N Y). 2020 May 11:1-13. doi: 10.1007/s12671-020-01376-9. Epub ahead of print. PMID: 32421103; PMCID: PMC7223597.

<sup>11</sup> Singh NN, Lancioni GE, Karazsia BT, Myers RE, Hwang YS, Anālayo B. *Effects of Mindfulness-Based Positive Behavior Support (MBPBS) Training Are Equally Beneficial for Mothers and Their Children With Autism Spectrum Disorder or With Intellectual Disabilities. Front Psychol.* 2019 Mar 6; 10:385. doi: 10.3389/fpsyg.2019.00385. PMID: 30894823; PMCID: PMC6414461.

<sup>12</sup> Ferraioli, S. J., & Harris, S. L. (2013). *Comparative effects of mindfulness and skills-based parent training programs for parents of children with autism Feasibility and preliminary outcome data. Mindfulness*, 4(2), 89–101. doi:10.1007/s12671-012-0099-0

<sup>13</sup> Singh NN, Lancioni GE, Medvedev ON, Myers RE, Chan J, McPherson CL, Jackman MM, Kim E. *Comparative Effectiveness of Caregiver Training in Mindfulness-Based Positive Behavior Support (MBPBS) and Positive Behavior*



compared to pre-MBPBS training, the MBPBS training resulted in reduced staff stress and staff turnover<sup>14</sup> significant reductions in aggressive events by the individuals and need for 1:1 staffing of the individuals in their care.<sup>15</sup>

- DIR (Developmental, Individual differences, Relationship-based): The DIR® Model is a model of human development and comprehensive framework for assessment and intervention developed by Drs. Stanley Greenspan and Serena Wieder. This framework enables parents and professionals to develop an individualized program tailored to the child's unique differences, strengths, and challenges. The goal is to help your child build healthy foundations for social, emotional, and development. It is often described as a paradigm or lens through which one sees and interprets the world, relationships, and development. It is delivered by a DIR/Floortime certified professional. As a comprehensive framework, DIR/Floortime model is an intervention that is used to promote an individual's development through a respectful, playful, joyful, and engaging process. It uses the power of relationships and human connections to promote engagement, communication, positive behaviors and thinking. It is based on the developmental theory that all children need to reach certain milestones so they can keep developing emotionally and intellectually, and that children with autism and other disabilities have difficulty reaching these milestones; therefore, need intense, individualized support. Overall, it helps clinicians, parents, and educators conduct a comprehensive assessment and develop an intervention program tailored to the unique challenges and strengths of children with Autism Spectrum Disorder (ASD) and other developmental challenges. The objectives of this model are to build healthy foundations for functional emotional development capacities (FEDCS). FEDCS are six basic developmental capacities (also known as stages, milestones, or levels) which lay a foundation for all our learning and development. Children without special needs often master these skills relatively easily. Children with challenges often don't, not necessarily because they can't, but because their biological challenges make the mastery more difficult. By understanding these skills and the factors that influence them, and by working directly on them, caregivers, educators, and therapists often can help even those

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*Support (PBS) in a Randomized Controlled Trial. Mindfulness* (N Y). 2020;11(1):99-111. doi: 10.1007/s12671-018-0895-2. Epub 2018 Jan 30. PMID: 32435317; PMCID: PMC7223775.

<sup>14</sup> Singh NN, Lancioni GE, Karazsia BT, Myers RE. *Caregiver Training in Mindfulness-Based Positive Behavior Supports (MBPBS) Effects on Caregivers and Adults with Intellectual and Developmental Disabilities*. *Front Psychol*. 2016 Feb 9; 7:98. doi: 10.3389/fpsyg.2016.00098. PMID: 26903906; PMCID: PMC4746712.

<sup>15</sup> Singh NN, Lancioni GE, Karazsia BT, Chan J, Winton AS. *Effectiveness of Caregiver Training in Mindfulness-Based Positive Behavior Support (MBPBS) vs. Training-as-Usual (TAU) A Randomized Controlled Trial*. *Front Psychol*. 2016 Oct 6; 7:1549. doi: 10.3389/fpsyg.2016.01549. PMID: 27766088; PMCID: PMC5053082.

children with what are thought to be chronic disorders master many of them. Appropriate emotional experiences during each of the six developmental capacities help develop critical cognitive, social, emotional, language, and motor skills, as well as a sense of self.

There is a body of research that supports the efficacy of the DIR approach in addressing needs in areas such as communication, navigating relationships, and decreasing caregiver stress. The International Council on Development and Learning (ICDL) has compiled the DIR® and DIRFloortime® Evidence-Base Quick Facts which provides a summary of research supporting the efficacy of the approaches. The ICDL summary includes reference to multiple sources of reference in support of the research base of DIR some of which are referenced below:

Multiple randomized-controlled studies have been published since 2011 identifying statistically significant improvements for children with autism who used Floortime versus traditional behavioral approaches (Solomon, et. al., 2014; Casenheiser, Shanker & Steiben, 2011; Lal and Chhabria, 2013; Pajareya and Kopmaneejumruslers, 2011, Pajareya et. al., 2019).

Solomon, Necheles, Ferch, and Bruckman (2007) conducted a pre-post survey of the Play and Language for Autistic Youngsters (PLAY) Project Home Consultation program. This program is a Floortime program. Results indicated statistically significant improvement in the children's Functional Developmental Capacities and 100% of the parents reported satisfaction in participating. Floortime and related DIR-based approaches are listed in evidence-based treatment reviews.

For example, the Journal of Clinical Child and Adolescent Psychology published an article entitled, "Evidence Base Update for Autism Spectrum Disorder" where they categorized Floortime as a "Developmental Social Pragmatic (DSP) Parent Training" and listed focused DSP Parent Training in their second level evidence base category indicating it as "Probably Efficacious." (Smith & Ladarola, 2015)

In addition, a systematic review of developmental social pragmatic approaches including DIR/Floortime was published in January, 2019 that supported the efficacy of developmental social pragmatic approaches for children with autism (Binns and Cardy, 2019).<sup>16</sup>

**Intensive Mobile Treatment Services for Youth and Young Adults with Intellectual / Developmental Disabilities (IMTS-IDD)** is a hybrid program model intended to meet the unique needs of youth with significant IDD challenges and complex co-occurring disorder/s and their families by

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<sup>16</sup> ICDL. (n.d.). DIR® and DIRFloortime® Evidence-Base Quick Facts. Retrieved June 16, 2022, from [https://drive.google.com/file/d/1\\_W4XNxuUe4QMqlaUJLuLn-nED-pvWX40/view](https://drive.google.com/file/d/1_W4XNxuUe4QMqlaUJLuLn-nED-pvWX40/view)

bringing intensive specialized services and supports into a youth's home in the context of their caregiving system and natural supports. These youth would otherwise be eligible for and require residential treatment. In this DCF pilot program, the IMTS-IDD strengthens the youth's natural support system, relationships, and skills through a highly individualized, comprehensive set of services and supports customized to the youth and family's needs. The Respondent awarded a contract will implement a model for this Intensive IMTS-IDD pilot. While DCF referenced several models outlined above, none of these models, alone or combined, fully address the scope of services, and intended target population for this program. DCF encourages the examination of other models that have an evidence-based structure.

**B. Target Population/Admission Criteria - The below describes the characteristics and demographics of those the Respondents must serve for this program.**

IMTS-IDD services are designed to provide flexible and responsive, community-based, in-home treatment. They are limited to youth ages five through twenty who are eligible to receive developmental disability services through CSOC pursuant to NJAC 3A:40. Youth considered for this program shall present with the most complex challenging behavior(s) of such intensity, frequency, and duration that they prevent personal development and inclusion in family life and community, threaten their ability to remain in home, and may jeopardize the health or life safety of themselves or others. Challenging behaviors include, but are not limited to, not being able to follow verbal directives; boundary issues including fixation on body parts, sexual reactivity, and socially/environmentally problematic behaviors due to sexual discovery; fecal smearing; self-injurious behaviors; destructive, aggressive and assaultive behaviors that require medical attention (e.g., hitting/scratching/biting oneself or others, head butting/choking/kicking others); elopement; pica; and property destruction.

In addition to Autism Spectrum Disorder (ASD), youth may have a variety of underlying conditions, including but not limited to intellectual disabilities, cerebral palsy, and epilepsy; genetic syndromes associated with autism, including, but not limited to Fragile X, Rhetts, Prader-Willi, Williams Syndrome; and co-occurring mental health diagnoses including but not limited to attention, conduct, and disruptive behavior disorders; mood disorders; anxiety disorders and adjustment disorders. In addition, youth may present with various cognitive abilities and medical and physical needs (e.g., toileting, eating, hygiene and dressing, and other activities of daily living).

The average duration of services is anticipated to be 12 months. However, dependent upon the unique situation of each youth, the length of stay may be longer or shorter and may range from 6-24 months. The CMO care manager and CSOC's CSA will monitor the length of stay via the Joint Care Review (JCR) process adapted to this unique program.

Programs are required to provide services to non-verbal, limited English or non-English speaking individuals. The Respondent should clearly specify within this Response the type of services and staff supports that will be provided to meet this requirement.

All program staff must hold professional and experiential competencies in the field of intellectual/developmental disabilities, especially autism spectrum disorder, as well as mental health and clearly display the knowledge and skills, in particular, therapeutic use of self, necessary to provide appropriate supervision, and targeted clinical, behavioral, and self-care interventions via a variety of service delivery models that promote persistence and creativity of program staff, in contexts relevant and meaningful to the youth and their families.

### **Compliance with the Americans with Disabilities Act (ADA)**

Under the terms of this award, the grantee shall follow all applicable federal and state laws prohibiting discrimination, including all provisions of the Americans with Disabilities Act (ADA). For the purposes of this award, the grantee shall undertake and execute all duties and obligations under the ADA, including any reasonable accommodation that would be required by the Department of Children and Families under Title II of the ADA. The grantee shall be solely responsible for all reasonable accommodations that arise under Title II of the ADA. Any individual receiving and/or accessing services under this award that would be covered under Title II of the ADA shall have all rights available to appeal the grantee's denial or limitation of the reasonable accommodation request. The Department shall ensure that any reasonable accommodation that would have been provided by the Department under Title II of the ADA is provided by the grantee. Any failure to provide an accommodation under Title II of the ADA by the grantee may result in the award being terminated and the total amount of the award, including funds already spent and/or encumbered, returned to the Department. Provider must also comply with the Americans with Disabilities Act (ADA) and the NJ Law Against Discrimination with respect to its consultants, part-time workers, and employees as defined below, including but not limited to:

- N.J.S.A. 10:5-1 to -42 (NJLAD)
- N.J.A.C. 13-13-2.1 et seq. Regulations Pertaining to Discrimination on the Basis of Disability, Employment
- 28 CFR 35.104 Non-Discrimination on the Basis of Disability in State and Local Government Services
- 42 U.S.C. Section 12101 Equal Opportunity for Individuals with Disabilities

### **C. Resources - The below describes the resources required of Respondents**

**to ensure the service delivery area, management, and assessment of this program.**

### **Required Staff Duties/Responsibilities**

All staff positions below are full-time except for the Medical Director, which is a .5 FTE position.

Required staff include:

**Psychiatrist / Medical Director (one .5 FTE dedicated to the program) who is a New Jersey Board Certified or Board Eligible Child / Adolescent Psychiatrist with extensive experience treating individuals with Intellectual and Developmental Disabilities (IDD). The responsibilities shall include, but need not be limited to, the following:**

- A minimum of 3 clinical hours per month per youth
- Complete, along with the RN, Assessment to identify evident medical conditions that may be contributing to target behaviors in the home and community
- Coordinate medical care with the youth's primary and specialty care providers
- Collaborate with primary treating physicians of youth enrolled in the program
- Consultation with psychiatric hospitals regarding the treatment of individuals with IDD and mental or behavioral health needs
- Participate in recurring team meetings, as needed
- Complete a Psychiatric Intake Assessment and report (within the first week)
- Participate in the development of the initial treatment and safety and soothing plan (within the first 24 hours)
- Participate in medication management meetings (monthly)
- Complete clinical visits with youth as needed
- Provide training and consultation to staff, families, and providers, including ongoing organization and conducting of treatment team meetings
- Participate in on-site meetings with youth and families, as needed
- Attend treatment team meetings (monthly)
- 24/7 availability by contract
- All the above must be provided in accordance with the DCF Psychotropic Medication Policy available at [https://www.nj.gov/dcf/policy\\_manuals/ CPP-V-A-1-1500\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/_CPP-V-A-1-1500_issuance.shtml)
- At least 75% of each clinical hours must be dedicated to face-to-face interaction with youth and/or families, and the time remaining may be dedicated to all ancillary tasks such as documentation in the youth's record of services provided,

meetings, consultation, telephone calls, relevant research, and supervisory responsibilities.

**Program Director (full-time dedicated 100% exclusively to this program) with a Master's Degree in Social Work, Psychology, or other human service field with at least five (5) years' experience working with people who have IDD and mental health and/or challenging behavioral needs (at least two years shall be in a supervisory capacity). The responsibilities shall include, but need not be limited to, the following:**

- Provide support and oversight for the program and each team
- Review youth referrals and coordinate admissions
- Oversee all Quality Assurance/Program Improvement activities with a focus on attaining benchmark activities for all team members
- Establish community linkages and serve as liaison to community partners
- Based on the feedback of Clinical Teams, identify the training/support needs of the community
- Coordinate training utilizing the expertise of psychologists and psychiatrists, Team Leaders, and specialists within the community
- Identify and coordinate necessary training for team members
- Ensure the collection of required data and documentation on consumer access and utilization of services
- Provide support as needed to the clinical team 24/7/365
- Manage program evaluation activities including, but not limited to, gathering, reviewing, and utilizing youth and family feedback for continuous quality improvement

**Clinical Director may be either a) Doctoral-level (one full-time dedicated 100% exclusively to this program); BCBA preferred OR Ph.D. in Psychology and licensed in the State of New Jersey; OR b) Master's degree in Mental Health, Psychology or Social Work and independently clinically licensed in the State of NJ with a minimum of 10 years clinical experience working with the IDD/BH population AND Extensive experience in Intellectual and Developmental Disabilities (IDD), specifically with people with IDD and mental health and/or challenging behavioral needs. The responsibilities shall include, but need not be limited to, the following:**

- Provide oversight and consultation on behavioral supports and other clinical activities
- Provide training and consultation to staff, families, and providers, including ongoing organization and conducting of treatment team

meetings

- Participate in on-site meetings with youth and families, as needed
- Oversee development of behavior/support/safety plans, as needed, for youth with more intensive needs
- Participate in discussion regarding referrals and provide in-home consultation, as needed, to teams
- Supervise/oversee clinical teams
- If the Clinical Director is a master's level clinician, there MUST be a Ph.D. clinical psychologist available for consultation and support to assist with evaluations, interpreting psychological testing and case consultation. Supervise on-call coverage to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call

**Registered Nurse (RN) (two full-time dedicated 100% exclusively to this program) with a current New Jersey registered nursing license and one-year direct care nursing experience with youth; experience with youth with IDD challenges and/or mental health needs preferred. The responsibilities shall include, but need not be limited to, the following:**

- Provide consultation as needed
- Assess the physical condition of the youth in the program under the direction of the medical director or psychiatrist/APN and integrate findings into the child's treatment plan
- Complete, along with a psychiatrist, assessment to identify evident medical conditions that may be contributing to target behaviors
- Monitoring adherence to medication regimen and consultation with the Medical Director as clinically indicated
- Provide education and support to staff around medical / health issues, including possible medication side effects, under the direction of the psychiatrist
- Provide education and support to youth and families
- Attend treatment team meetings
- Share on-call responsibilities to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call

**Mobile Team Coordinator (two full-time dedicated 100% exclusively to this program) may be either a) a bachelor's level practitioner(s) with 3+ years of supervisory experience and relevant experience with youth with I/DD challenges; OR b) an unlicensed master's level practitioner with 1-year relevant experience with youth with I/DD challenges. The responsibilities shall include, but need not be limited to, the following:**

- Supervise team and schedules
- Oversee daily operational aspects of the program
- Arrange and participate in family orientation (within the first 24 hours)
- Assess case management needs of youth and family and provide case management as appropriate (not within the scope of the care management organization)
- Coordinate with the care management organization and CFT as needed
- Provide on-site family psycho-educational activities consistent with the comprehensive treatment and discharge plan
- Share on-call responsibilities to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call

**New Jersey Licensed Clinician (two full-time dedicated 100% exclusively to this program) with a master's or doctoral degree in counseling, social work, psychology, or a related field and a license to practice independently in NJ, including LCSW, LMFT, LPC, PsyD, Ph.D. with a minimum of one-year experience working with youth and family systems and 1 year experience working with people who have IDD and mental health and/or challenging behavioral needs. The responsibilities shall include, but need not be limited to, the following:**

- Serves as a liaison between the program and the family
- Provide family therapy with the family of origin or natural supports with regularity so that the family is aware of their child's ongoing treatment and challenges. They will also interact with the family and the CFT during the referral and admission process
- Complete a Biopsychosocial (BPS) assessment and other assessments as needed and report within the first week of admission
- Complete IMDS SNA updates within the first 24 hours and as needed in conjunction/coordination with CFT
- Develop a comprehensive individualized treatment and transition plan (within the first week, and update as required)
- Provide individual therapy as indicated in the youth's treatment plan
- Attend and facilitate treatment team meetings
- Share on-call responsibilities to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call

\*75% of each clinical hour must be dedicated to face-to-face interaction with



youth in individual, group and family therapy, and the time remaining may be dedicated to all ancillary tasks such as documentation in the youth's record of services provided, meetings, consultations, telephone calls, relevant research, and supervisory responsibilities. A clinician's time on case management must be in addition to these clinical services. Clinical services delivered must be grounded in evidence-based practice.

**Master's Level Board Certified Behavioral Analyst (BCBA) (four full-time dedicated 100% exclusively to this program). The responsibilities shall include, but need not be limited to, the following:**

- Implement behavioral support interventions and activities based on individual needs and ongoing assessment; frequency and duration may decrease over time or vary throughout the length of stay
- Provide Applied Behavioral Analysis (ABA) – Functional Behavioral Assessment and development of a Behavioral Support Plan
- Complete the initial safety and soothing plan development, documentation, and consultation (within the first 48 hours of admission)
- Complete the initial safety and soothing plan debriefing with family and youth (within the first 48 hours of admission)
- Implement the individualized Behavior Support Plan
- Provide Positive Behavioral Supports
- Provide training and supervision to support staff providing ABA services
- Provide direct supervision of the behavior technicians as required by Board Certification standards.
- Modify the Behavioral Support Plan based on frequent, systematic evaluation of direct observational data
- Provide coordinated support with program staff and participate as part of the clinical team
- Share on-call responsibilities to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call

**Registered Behavior Technicians (RBT) (sixteen full-time dedicated 100% exclusively to this program) with a bachelor's degree in psychology, special education, guidance and counseling, social work or a related field; At least one year of supervised experience in implementing behavior support plans for youth who have intellectual/developmental disabilities; OR High school diploma, or GED; and at least three years of supervised experience in implementing behavior support plans for youth who have intellectual/developmental**

**disabilities. The responsibilities shall include, but need not be limited to, the following:**

- Provide instructions in activities of daily living based on individual needs and ongoing assessment; frequency and duration may decrease over time or vary throughout the length of stay
- Implement all activities included in the youth's individualized behavioral support plan
- Provide individual support, such as positive behavioral supports
- Provide training/coaching for youth/parents
- Provide training/coaching for the youth to meet the individual's behavioral needs
- Provide modeling for families, as needed
- Support community integration via focused recreational activities
- Attend treatment team meetings
- Available to work on a rotating coverage schedule, including weekends

**Resource/ Respite Coordinator (one full-time dedicated 100% exclusively to this program) with a Bachelor's degree in social work, counseling, psychology, or human service field with a minimum of 2 years of experience providing services to people with IDD and mental health and/or challenging behavior needs. The responsibilities shall include, but need not be limited to, the following:**

- Maintain linkages and relationships with community partners
- Ensure the coordination of support meetings and safety, soothing and self-care plans for individuals in collaboration with the CMO
- Ensure coordination of in-school services and supports to ensure continuity and consistency of services and avoid duplication of efforts in collaboration with the CMO
- Share on-call responsibilities to ensure a timely telephonic response to crises within one hour of the call and face-to-face within 24 hours of the call
- Participate in recurring meetings with leadership, and mobile team
- Development of cross-systems crisis plans, intake/assessments, intervention and outcomes, and any other applicable documentation of services provided
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**Peer Support Partner Specialists (two full-time dedicated 100% exclusively to this program) with required experience as caregiver or primary support person of youth with IDD and/or dual diagnosis. Preferred bachelor's degree in human service or related field with two**

**(2) years of experience providing support to youth caregivers who have I/DD and/or I/DD and mental health needs. Hold NJ Peer Support Partner certification or has ability to obtain.**

- Responsible for family support, education, and advocacy, coordinating resources, connecting families within the community, and participating in building support teams as well as ensuring family and youth voice is incorporated in all program operations

**Administrative Assistant (one full-time dedicated 100% exclusively to this program) with two years of experience as an administrative assistant and basic knowledge of Microsoft Office suite.**

- Maintaining all records in accordance with the state regulations/requirements
- Maintain a record of mobile team meetings and daily triage calls
- Contact youth/families for reminders of scheduled home visits.

### **Consultant Descriptions**

Contractor's consultants shall be available to provide consultation to the program team as needed and work with youth and families to support individual care planning and implementation. In addition to the required consultants below, Respondents may propose to engage other clinical or behavioral professionals to be available to ensure comprehensive, individualized care.

**Occupational Therapist (OT) Master's Degree in Occupational Therapy, appropriate NJ license and three (3) years of experience working with children, shall be responsible for the following:**

- Promoting skill development and independence in activities of daily living (ADL) as needed per assessment and in coordination with the youth's IEP
- Providing treatment for sensory processing difficulties
- Identifying and eliminating environmental barriers to participation and daily activities
- Attending treatment team meetings
- Providing other services as identified in the treatment plan
- Partnering with existing school providers to ensure continuity of care
- Working in conjunction with the OT in an educational setting to augment services both in the house and with the family

**Speech Therapist (ST) with a master's or doctoral degree in speech-language pathology OR a person certified as a speech-language specialist certified by the NJ state department of education. Service in addition to the ST in school will:**

- Provide individualized techniques that assist with developing communication skills as needed per assessment and in coordination with the youth's IEP
- Train milieu staff and family members to implement communication techniques
- Provide other services as identified in the treatment plan
- Attend treatment team meetings
- Partner with existing school providers to ensure continuity of care

It is the responsibility of the Respondent awarded a contract to provide services in accordance with the New Jersey State Board of Social Work, State Board of Psychological Examiners, State Board of Medical Examiners, State Board of Nursing, State Boards of Marriage and Family Therapy Examiners, Professional Counselors Examiners Committee, Occupational Therapy Advisory Council, Audiology and Speech-Language Pathology Advisory Committee for licensure regulations. These guidelines are not to be interpreted as comprehensive of each staff member's total responsibilities. Respondents agree that by accepting this RFP and applying for this funding, they shall meet or exceed the following requirements during the term of the contract meet or exceed the following requirements. Respondents must demonstrate, through narrative, Annex B, and with necessary letters of affiliation, that the guidelines below are achievable.

Respondents must ensure that all employees of the agency who provide direct service will have State and Federal background checks with fingerprinting completed and pass now and every two (2) years thereafter. The cost of the fingerprinting and criminal history background check to become a qualified provider will be paid for by DCF. Instructions on the fingerprinting process and background checks will be provided to each qualified Respondent.

Respondents must ensure that all staff complete a TB Skin Test. Staff rendering in-home services are required to pass a TB Skin Test. Do not send protected health information; Respondents shall record and maintain records of staff on file in the Respondent office available for review and audit upon reasonable notice.

In addition, provider agencies must comply with N.J.S.A. 30:6D-73 et seq.

Central Registry of Offenders Against Individuals with Developmental Disabilities. Agencies must ensure that the names of all agency employees, volunteers, consultants, and I/H Clinical services providers that provide services to youth with I/DD will be checked against those names in the central registry. Additional information can be found at:

[http://www.state.nj.us/humanservices/staff/opia/central\\_registry.html](http://www.state.nj.us/humanservices/staff/opia/central_registry.html)

NOTE: If you are not registered to access the Central Registry, DCF will facilitate the qualified Respondent's registration into this system.

Providers must ensure behavioral support services are provided consistent with NJ Rev Stat § 45:8B-98 (2020), which sets forth the licensure required to practice applied behavior analysis.

### **Staff Retention**

The development of meaningful relationships between youth and staff can improve outcomes for youth. Therefore, a high staff retention rate shall be maintained. Competitive compensation for employees is more likely to attract seasoned Respondents and maintain a consistent, highly qualified, and experienced team. Providers of in-home treatment services must implement a business model that minimizes staff turnover for direct care/milieu staff. This shall include adequate support, supervision, training, and other staff retention incentives, as well as a program to support workforce wellness.

### **Staff Training**

All staff must participate in training in the following areas prior to program implementation:

- Orientation on program approach: Population served, program model, staffing, deliverables, expected outcomes
- Crisis management including de-escalation techniques and safety planning
- Navigating boundaries of home-based interventions
- Identifying and reporting child abuse and neglect (Any incident that includes an allegation of child/abuse and neglect must be immediately reported to the Division of Child Protection and Permanency (DCP&P) at 1-800-NJ ABUSE in compliance with NJSA 9:6-8.10)
- Reporting and management of unusual incidents per AO 2:05 (2004) and the Addendum (2005) available promulgated by the NJ Department of Human Services
- HIPAA: The Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191, and regulations promulgated by the United States Department of Health and Human Services, 45 C.F.R. (Parts 160 and 164) was

enacted to establish national standards for privacy and security in handling health-related information.

All staff must participate in training in the following areas within three months of onboarding:

- CSOC core approaches
- Intercultural effectiveness
- Motivational interviewing
- Orientation to family systems approach
- Infusing trauma informed care
- Basic First Aid and CPR

Professional staff must participate in training in the following areas within three months of onboarding within their discipline\*:

- Evidence-based approaches and promising practices for youth with IDD challenges and their families focused on:
  - Emotional and behavior regulation
  - Optimizing activities of daily living
  - Connection and engagement in the community
  - Caregiver support and services
  - Leveraging natural supports to optimize treatment

\* Documentation of training can be used in lieu of additional training

**Note:** A significant number of required trainings are offered by the DCF contracted training and technical assistance provider. Providers may access the DCF CSOC training site and staff may attend offered training(s) which are funded by the DCF and are at no cost to the providers. Staff may receive training in the required topics from any other appropriate source. Many agencies have their own curriculums and train staff in-house.

### **Organization/Agency Website**

Publicly outlining the specific behavioral challenges exhibited by some of the youth served by an agency may lead to confusion and misinformation. Without the appropriate context, the public may wrongly assume that all youth served are dealing with those challenges. Respondents must ensure that the content of their organization's website protects the confidentiality of and avoids misinformation about the youth served. The website should also provide visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.

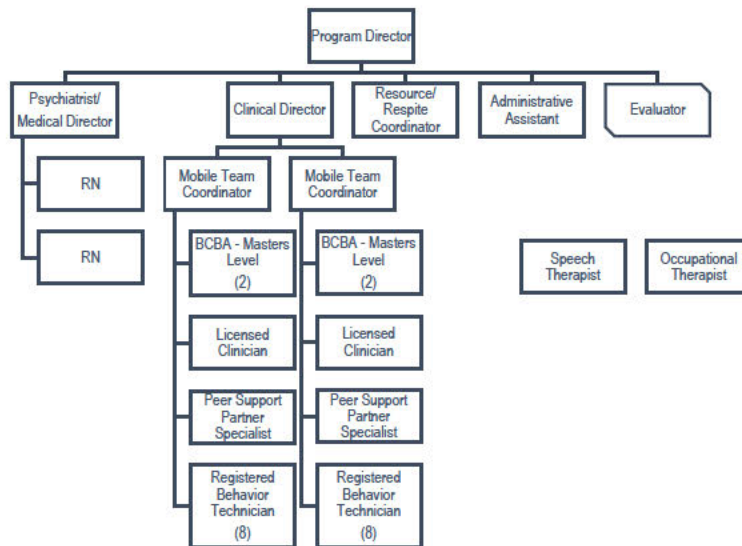
**D. Activities - The below describes the activities this program initiative requires of Respondents, inclusive of how the target population will be identified and served, the direct services and service modalities that will be provided to the target population, and the professional development**

and training that will be required of, and provided to, the staff delivering those services.

### Treatment Process and Structure of Each Team

IMTS-IDD treatment services shall be uniquely tailored to the needs of youth in a manner that extends beyond the usual expectations of individualized care. The IMTS-IDD program must conceptualize the etiology and the “driving dynamics” of youth’s needs. Respondents must demonstrate their understanding of the target population by describing the source, nature, intensity, frequency, and duration of the challenges and needs that youth present. Moreover, services and delivery models should reflect a direct correlation to etiology. Successful Responses will articulate that etiology and include a detailed discussion of the links between the intervention model, strategies, and techniques.

This program consists of two multi-disciplinary direct service teams, one in each of two counties, overseen by supervising and support staff, to support up to 18 youth and families within their communities. The model staffing structure includes supports to address integrated health components of care necessary for the identified population, such as medical, psychiatric, behavioral, communication, social and emotional, family dynamics, and respite.



Services shall include, but are not limited to:

- Comprehensive safety and soothing plan, including but not limited to prevention, de-escalation, intervention, and debriefing;
- Implementation of behavior intervention strategies and behavior plans;

- Modeling of interventions with family;
- Assistance with identifying necessary environmental adaptations;
- Accompanying youth and family to necessary appointments until an effective behavior plan is in place;
- 24/7/365 crisis response;
  - Psychiatric treatment services, including routine and emergency psychiatric evaluations, medication evaluations, monitoring and prescription adjustments;
  - Psychiatric consultation (including input into the clinical component of an individualized treatment plan developed by the multi-disciplinary treatment team)
  - Collaboration and coordination with CMO and child family team as required without duplication of services;
  - Individual and family therapy;
  - Trauma-informed counseling;
  - Relationship and Skill-building;
  - Linking and ensuring access to other necessary services, such as psychological testing, vocational counseling, and medical services;
  - Transition planning for youth 16 years old and older;
  - Building system level connections with partners and providers

The objectives of this program are to:

- Assess immediate needs
- Engage family to ensure active participation;
- Provide comprehensive assessments that result in an Individualized Service Plan (ISP) which is strength-based, youth-centered, family-focused, and goal-oriented. Other assessment tools as indicated; clinicians must be familiar with the array of considerations that would indicate preferred assessment methods over others;
- Outline short-term stabilization goals while pursuing plans for long-term stabilization at home;
- Complete the ISP within 30 days of admission and a skill-building routine and relationship building strategies in preparation for their transition to lesser intensive community services;



- Identify and develop family and youth strengths-based strategies within the ISP and foster interests for growth opportunities;
- Coordinate educational needs with school districts as needed.
- Engage youth and their families in a strength-based and compassionate manner sensitive to cultural and linguistic differences to facilitate feelings of safety and comfort, identify and address behavioral health challenges and stabilize symptoms through evidence-based practices;
- Provide comprehensive and collaborative treatment plans that focus on transition planning in collaboration with the Care Management Organization (CMO) through Child Family Team (CFT) meetings that include all team members;
- Empower youth and their families to actively participate in the care planning process through responsiveness to youth and family voice;
  - Engage and support youth’s siblings in participating in the care planning process and treatment;
  - Outline short-term treatment goals while actively pursuing plans for long-term stabilization at home;
  - Provide a consistent and predictable in-home environment with intensive support and supervision in which there is a demonstrative understanding of the explicit and implicit trauma the youth may have experienced;
  - Provide interventions that reflect CSOC’s commitment to Wraparound, the Nurtured Heart Approach and Six Core Strategies to Reduce Seclusion and Restraint;
  - Provide consistent and robust collaboration with CSOC, CMO, and the Division of Child Protection and Permanency (DCPP) when involved; and
  - Evaluate youth, and their family’s progress in meeting treatment goals.

IMTS-IDD programs are expected to operationalize the principles of individualized, needs-driven, and family-focused care, identify strengths-based strategies, and display sustainable progress throughout the course of treatment. CSOC values an approach to service delivery that promotes the commitment and creativity of professional staff. IMTS-IDD programs must ensure youth have a stable, predictable, familiar, consistent, and nurturing treatment experience. Successful IMTS-IDD programs can recruit and retain

staff, maintain consistent and appropriate staffing patterns, utilize program design to support program goals, and ensure full inclusion of family members in the youth's service plan, including the type, scope, and frequency of family involvement in the youth's treatment.

CSOC believes that the family or caregiver plays a central role in the health and well-being of children, youth, and young adults. CSOC values and promotes the advice and recommendations of families and involves families/caregivers/guardians throughout the treatment planning and delivery process. CSOC provides families with the tools and support needed to meet the treatment goals of the youth and create life experiences for the youth that set the youth on a path to success and sustain positive treatment outcomes. All services offered within the New Jersey Children's System of Care are expected to function within the Wraparound Model and the values and principles of the System of Care approach.

Many individuals exhibit symptoms of Post-Traumatic Stress Disorder (PTSD), which is thought to be significantly under diagnosed in individuals with intellectual/developmental disabilities. While some individuals may exhibit overt symptoms of trauma, others may exhibit implicit trauma. Implicit trauma indicators are reflective of situations and experiences that may not result in an explicit memory of a specific traumatic event and/or manifest reactive behaviors. Such indicators may include, but are not limited to, in utero/infant trauma, adoption, caregiver terminal illness, caregiver separation/grief/loss, cultural trauma, multiple placements, and multiple system involvement. However, these experiences are prone to cause reaction by the individual at some point and thus should be considered during the assessment and treatment planning process.

### **Key Model Components**

The successful Respondent will be required to include the following essential elements in their model of care:

- **Engagement of caregivers** - early in the referral process to meet caregivers where they are and incorporate increased family therapy, coaching, and peer support as a critical component of service planning and delivery. Increased intensity of services when services begin, ensuring that planned respite is scheduled, and other wraparound services are utilized to ensure the caregivers have adequate breaks and supports needed.
- **24/7 Crisis Response** – Develop a crisis response system that is available 24 hours a day, seven days a week, to provide in-community, face to face crisis services and treatment with a particular focus family defined crisis and on cross-systems crisis prevention and intervention planning to help maintain an individual in their existing residence.

Establish relationships with local hospital emergency rooms and Designated Psychiatric Emergency Screening Service (PESS.) Centers, Police and Other First Responders. Focus is not only when youth and family enter a crisis but the point before, they enter a crisis. Priority must be placed on youth safely remaining in their home.

- **Comprehensive Assessment and Treatment Planning** – This process forms the basis for interventions to help youth and their families work towards their vision and achieve sustainable progress. Comprehensive Assessment is a process of engaging with youth and families around gathering clinical and other relevant information to gain an understanding of the needs of a youth and family across life domains and within applicable contexts. Components important to inform the assessment include presenting needs and related history (onset, duration, course, severity), emotional and behavioral needs, current functioning (across domains for example, education/employment, family, social) youth and family culture, risk and protective (strengths) factors, previous assessments, interventions and diagnosis, youth and family history of behavioral health needs, current medications, medical and developmental history, legal history, exposure to trauma, relationship and attachment needs, goals and needs across domains of social determinants of health. Comprehensive assessment begins with engagement and requires a multidisciplinary and team approach and yields a clinical conceptualization and integrative summary using a biopsychosocial that will inform prioritizing needs and treatment recommendations. Assessment should provide clear context and synthesis of the youth and family's strengths, needs and presentation and should strengthen the engagement of the youth and their family in their story telling process, offering them the opportunity to gain education, perspective, and insight to their unique circumstances and move forward with clear steps designed to help them identify strategies that will ultimately help them feel better.

Treatment planning is the process by which families, providers and teams develop family vision, targeted goals and desired outcomes driven by identified needs as well as the strategies, activities, supports and services necessary to promote progress towards meeting needs, improving relationships, and functioning and maintaining youth at home and connected to school and community. Treatment planning includes safety and self-care planning as well as transition planning from the beginning of a family's involvement with caret. Treatment planning is part of the care planning process grounded in wrap around that includes both informal and formal strategies and supports and

cultivates a team approach to care that promotes family capacity to facilitate their own individual team to support them after formal treatment and care management systems have transitioned. Assessment and treatment planning are ongoing throughout care to inform additional areas of need that may arise, progress made, identify what is helpful and inform when additional strategies, services, supports, or team members are necessary.

- **Intensive Transition Planning** – Ensure youth referred to the IMTS-IDD program from highly restrictive settings, such as inpatient treatment and higher intensity settings, including but not limited to Crisis Stabilization and Assessment Programs (CSAP-IDD), Intensive Residential Services for Intellectual and Developmental Disabilities I-IDD, receive a coordinated and comprehensive step-down plan focused on preventing readmission into a highly restrictive setting.
- **Comprehensive, coordinated continuation of supports** between multi-disciplinary services, which ensure a therapeutic environment in the home with an intensity of services, should decrease throughout the intervention as progress towards addressing needs is made.
- **Highly individualized services** offering a combination of face-to-face, virtual, and technology integrated services. Youth and caregivers participate in daily mood check-ins with the ability to contact the IMTS team 24/7 for support.
- **Environmental modification** assessment and consultation of home and vehicles for safety, monitoring and accommodations.
- **Behavioral support and treatment including Applied Behavioral Analysis (ABA)**, Functional Behavioral Assessment and development of a Behavioral Support Plan, Positive Behavioral Supports, and developmental, individual differences and relational approaches.
- **Individual and family therapy** by staff trained in evidence-based practices, including Cognitive Behavioral Therapy, Motivational Interviewing, and Trauma-Informed Care, multiple times a week in person and virtually, depending on the family's needs and preferences.
- **Collaboration with key system partners**, including CMO, FSO and DCP, when appropriate to identify transition and treatment gaps (continuation of care) to ensure services and supports are

appropriately in place before transition. Consistent participation in Child Family Team is required.

- **Coordination of services** to ensure linkages and relationships with community partners for ensure coordination of ongoing care, planned respite, Family Support Services and development of cross-systems crisis planning.
- **Speech and occupational therapy** to include a sensory integration lens that complements but does not supplant, educational services.
- **Equitable access for all families** requires a targeted and sensitive approach to support families who may not have an enhanced natural support system to ensure successful engagement in this high-intensity service.
- **Culturally and linguistically competent team** that is responsive to youth and their families.
- **Holistic, integrated care**, including psychiatric assessment, medication management, nursing evaluations, health and wellness education, nutritional planning, **exercise** coaching, and health and wellness treatment.
- **Robust assessment and care coordination based on identified Social Determinants of Health needs. IMTS Team** coordinates with families, the CMO, and local helping organizations to assist with housing, food, education, utility, medical, and vocational needs.
- **Workforce Wellness plan** designed to promote staff health and well-being, including availability of supports and resources to support job satisfaction and work-life balance
- **Commitment** to participating in program evaluation with DCF's selected program evaluator

### **Program referrals & authorization for services**

IMTS-IDD referrals will come exclusively through the CSOC Office of the Clinical Director and will be strictly managed on a no eject/no reject basis. CSOC's CSA will monitor lengths of stay via the adapted Joint Care Review (JCR) process.

Each youth receiving IMTS-IDD shall have an approved, documented

service plan developed by the team of credentialed staff individually crafted to address identified needs that impact on the youth's ability to function at home, school or in the community. The service plan shall identify the services to be delivered. Services shall be subject to prior authorization by the CSA. Respondents will be required to demonstrate the ability to conform with and provide services under all protocols, including documentation and timeframes, established by CSOC, and managed by the Contracted System Administrator.

Requests for authorization for service utilization and continuing care shall include justification of the need for the level of service intervention; the frequency of the intervention, and the period of time the intervention is needed. Such justification shall be provided for the initial request, as well as for each request for continued services beyond the initial authorization. All IMTS-IDD services and interventions must be directly related to the goals and objectives established in each youth's Individual Service Plan (ISP)/treatment plan.

**Within the first 48 hours of IMTS-IDD Services, the treatment team will complete the following:**

- Develop an initial safety and self-care plan for each youth. The safety and self-care plan will identify triggers and provide specific interventions for staff, and be updated on a regular basis;
- Ensure the youth and family members are oriented to the service via at least one face to face visit;
- Complete IMDS: Review and update Strengths and Needs Assessment;
- Complete other assessment tools as indicated; clinicians must be familiar with the array of considerations that would indicate preferred assessment methods over others;
- Complete a nursing assessment and incorporate it into the initial treatment and safety and soothing plan;
- Provide the youth and family with copies of the initial safety and self-care plan; and
- Complete and file all necessary consents and releases.

**Within thirty (30) days of admission, the treatment team will complete the following:**

- Comprehensive safety and self-care plan that details triggers and specific interventions for staff. This safety and self-care plan shall be reviewed with the family and youth and updated on a regular basis;
- A psychiatric assessment, report and recommendations will be completed

- A psychosocial evaluation and accompanying recommendations will be completed;
- Complete other assessment tools as indicated; clinicians must be familiar with the array of considerations that would indicate preferred assessment methods over others;
- A psychological evaluation, if indicated, will be completed;
- Conduct a treatment team meeting if indicated, resulting in a comprehensive treatment, safety and self-care and discharge plan (Individualized Service Plan, ISP) that integrates all the treatment team's input, assessments, and recommendations; (The treatment plan shall contain clearly delineated goals and objectives with specified timelines and benchmarks for success, including a detailed description of the treatment goals that must be attained in order for the youth to be considered discharge ready);
- Participate in a Child and Family Team (CFT) meeting with the youth's Care Management Organization and all CFT members;
- Complete a Functional Behavioral Assessment if appropriate and a Behavior Support Plan; and
- Complete and submit an adapted Joint Care Review to the CSA and obtain CSA approval.

**Each month, the treatment team will complete the following:**

- Conduct comprehensive treatment and discharge plan meetings that include all members of the multi-disciplinary treatment team will be convened to review, discuss, and modify the treatment plan as needed.

**60 days before discharge, the treatment team will complete the following:**

- The treatment team will work with the CFT to begin planning for transition immediately upon the youth's admission to IMTS, as reflected in the initial and subsequent ISPs;
- The treatment team will provide a "step down" action plan detailing week-to-week activities supporting a smooth and well-planned transition from treatment. At a minimum, the action plan must include:
  - At least three (3) meetings of the treatment team to discuss youth and family strengths, continuing goals, successful strategies, and potential pitfalls;
  - Revised plan for times during the discharge phase when youth and family encounter difficulties that make discharge appear less likely. This plan will delineate critical staff

necessary to re-focus, rally, and support youth and family through the completion of the treatment episode; and

- Action steps youth and family might take to capitalize on successes include formal feedback (in addition to satisfaction surveys) to service staff and any multi-media activity documenting youth and family achievement.

At the time of transition, where a need is demonstrated, Intensive In-Home Habilitative Supports (IIH) or Intensive In-Community/ Behavior Assistance (IIC-BA) will be built into the community plan. The IIH or IIC-BA provider will gather information through observation and interaction with the youth, family and team members and review the youth's clinical records. The IIH or IIC-BA provider's familiarity with the family will provide a sense of security and increased confidence for the family. This will enable the IIH or IIC-BA provider to train the parents/caregiver on the treatment and/or behavior support plan and modify it where needed more quickly.

### **Unusual Incident Reporting & Management**

All required documentation and activities will be provided in accordance with applicable licensing regulations and Administrative Order 2:05 and related Addendum, which address the reporting of Unusual Incidents.

<https://www.nj.gov/humanservices/staff/opia/cimu/>

### **Reducing the Use of Seclusion and Restraint**

DCF/CSOC is committed to reducing and ultimately eliminating seclusion and restraints (S/R) in treatment settings, as seclusion and restraints are considered a treatment failure rather than a treatment intervention. It is associated with high rates of youth and staff injuries and is a coercive and potentially traumatizing and retraumatizing intervention with no established therapeutic value.

Additional information on *The Six Core Strategies for Reducing Seclusion and Restraint Use* can be located at:

<https://www.nasmhpd.org/sites/default/files/Consolidated%20Six%20Core%20Strategies%20Document.pdf>

The awardee is responsible for participating in trainings and for the implementation of Six Core Strategies to Reduce Seclusion and Restraint, offered through available CSOC training at:

<https://www.nj.gov/dcf/providers/csc/training/>



### **Nurtured Heart Approach**

The awardee is responsible for participating in the trainings and for the implementation of the Nurtured Heart Approach offered through CSOC Training: <https://www.nj.gov/dcf/providers/csc/training/>

### **Implementation of Healing Centered Care**

CSOC is concerned with managing, treating, and preventing trauma that affects many youth. Trauma may affect youth in a multitude of ways, such as disruption in emotional responses, behavior, cognition, physical health, self-concept, and future orientation. There is a higher prevalence of trauma within the population of people with intellectual and developmental challenges than in the general population. Increased isolation, differing abilities, and fewer social opportunities can contribute to low self-esteem/less opportunity to learn about abuse prevention. Respondents must be cognizant of this fact and describe how they plan to assure safety, predictability, and comfort for this vulnerable population. Youth who present with challenges requiring services should also be understood in terms of their experiences of trauma and consequent difficulties in forming and maintaining healthy attachments.

### **Student Educational Program Operations Requirements**

Assessment of school performance is an essential component of treatment planning, as is involvement with school personnel to monitor the ongoing impact of treatment and facilitate constructive ways of working with the youth. Accordingly, genuine and proactive coordination and collaboration between the grantee and educational providers is expected. To that end, Respondents shall ensure:

- Strategies to be employed to coordinate clinical treatment with educational planning and service delivery
- Daily before and after school communication strategies with school staff, as needed
- Support of student homework, special projects, and study time
- Specific strategies, including responsible staff and timelines, for including families-of-origin and natural supports available to the youth in an educational update, progress, and planning
- Mechanisms to stay abreast of the educational progress of each student
- Problem resolution strategies

All Respondents must also ensure:

- Immediate and therapeutic responses to problems that arise during the school day
- Coordination of programming or services for students who do not have a summer school curriculum or who have graduated high school, as well as for breaks/vacations
- Planned collaboration with all school personnel ensuring youth remain in school as appropriate

### **No Eject/No Reject Policy**

The awardee must comply with DCF No Eject/No Reject policies governing this service.

#### **Rejection:**

If the clinical supervisor or program supervisor/director wishes to challenge the appropriateness of any referral (which is made in strict adherence to the notes the provider has made in their Provider Information Form), they may do so by sending an email request to the CSOC IMTS-IDD Liaison. This email request must be received within three (3) business days of the initial referral. CSOC will review these challenges and make the final decision with the program within two business days of receipt. Admission will be put on hold until a decision is made only if the email is received within the defined time frame. The provider must accept the final decision of CSOC.

#### **Ejection:**

Under no circumstances may a provider terminate a youth enrolled from its service without first contacting and receiving written approval from CSOC. The provider must submit this request in writing with supporting documentation. CSOC will make the final determination about the disposition of the youth.

#### **Eject/Reject Follow-up:**

Careful controls and monitoring regarding the number and type of disputes will be maintained by CSOC and may result in regulatory action within the contract year. Additionally, any eject/reject activities will be addressed throughout the contract term.

### **Contract System Administrator (CSA).**

DCF contracts with the CSA to serve as DCF's single point of entry for the Children's System of Care (CSOC). The CSA facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. The Respondent awarded a contract must demonstrate the ability to conform with and provide services under protocols, including documentation and timeframes, established by CSOC and managed by the CSA.

## **E. Outcomes: Program Evaluation & Continuous Quality Improvement**

Respondents must dedicate resources to participate in the program evaluation. This will include meetings with CSOC and designated evaluator, gathering and reporting on data and partnering in performance improvement initiatives.

**F. Signature Statement of Acceptance:**

By my signature below, I hereby certify that:

I have read, understand, accept, and will comply with all the terms and conditions of providing services described above as *Required Performance and Staffing Deliverables* and any referenced documents. I understand that the failure to abide by the terms of this statement is a basis for DCF's termination of my contract to provide these services. I have the necessary authority to execute this agreement between my organization and DCF.

Name:

Signature:

Title:

Date:

Organization:

Federal ID No.:

Charitable Registration No.:

Unique Entity ID #:

Contact Person:

Phone:

Email:

**Section III - Documents Required to be Submitted with This Response**

In conjunction with DCF's review of the narrative responses below in Section IV, DCF will assess the following documents that must be submitted with each Response. Respondents must organize the documents submitted in the same order as presented below under one of the two corresponding title headings: A. *Documents to be Submitted in Support of This Response*; and B. *Organizational Documents to be Submitted with This Response*. **Each of these two sections must be submitted as a separate PDF, which would be the third and fourth PDF submission in your Response packet.**

## A. Documents to be Submitted in Support of This Response

**(THIS WILL BE THE SECOND PDF SUBMISSION IN YOUR RESPONSE PACKET AND IS TO BE LABELED AS: PDF 2: SECTION III - REQUIRED DOCUMENTS, SUBSECTION A. DOCUMENTS TO BE SUBMITTED IN SUPPORT OF THIS RESPONSE.)**

- 1) **List any programs** awarded to your agency within the last 18 months through an RFP process with DCF that are not yet implemented, if applicable.
- 2) Provide details around any **licensure violations** in the past 12 months.
- 3) **Respondents that were awarded other programs** through a previous RFP within the last eighteen (18) months shall submit the status of implementation, if applicable. (no more than 5 pages).
- 4) Copy of the letter from the **accrediting body** regarding the agency's accreditation status. If not applicable, include a written statement.
- 5) Policy regarding engaging and sustaining the involvement of family and/or **natural supports**.
- 6) Policy or Procedures regarding **community-based activities**.
- 7) A description of how your **accounting** system has the capability to record financial transactions by funding source, to produce funding source documentation and authorization to support all expenditures, and timesheets which detail by funding source how the employee spent their time, invoices, etc.
- 8) A **Statement of Assurances** signed and dated.  
Website: <https://www.nj.gov/dcf/providers/notices/requests/#2>  
Form:  
<https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc>
- 9) All **Corrective action plans or reviews** completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other State entities within the last 2 years. If applicable, a copy of the corrective action plan should be provided and any other pertinent information that will explain or clarify the Respondent's position. If not applicable, include a written statement. Respondents are on notice that DCF may consider all materials in our records concerning audits, reviews, or corrective active plans as part of the review process.

- 10) **Policy or procedures regarding timelines;** program operations; and staff responsible for admission, orientation, assessment, engagement, treatment planning, and transition planning.
- 11) A summary of **Evaluation** tools that will be used to determine the effectiveness of the program services (no more than 5 pages).
- 12) An **Implementation Plan** for the program that includes a detailed timeline for implementing the proposed services, or some other detailed weekly description of your action steps in preparing to provide the services and to become fully operational within the time specified.
- 13) **Job Descriptions** that include all educational and experiential requirements.
- 14) **Three (3) Letters of Commitment** specific to a service or MOU to demonstrate commitment to the program.
- 15) **One (1) Letter of Support** from community organizations with which you already partner. Letters from any New Jersey State employees are prohibited.
- 16) **Consultant agreements**, letters of affiliation and proposed Student-School Service Provider contracts if graduate students will be involved in the provision of care.
- 17) Proposed **Program Organizational Chart** for the program services required by this response that includes the agency name and the date created.
- 18) **Resumes** of any existing staff who will perform the proposed services (Do not provide home addresses or personal phone numbers).
- 19) A brief narrative on the **Staffing Patterns** you anticipate will satisfy the staffing requirements as described and attested to in the Resources/Staff Requirements (Section II. C.) of the Required Performance and Staffing Deliverables of this RFP. Indicate the number, qualifications and skills of all staff, consultants, sub-grantees and/or volunteers who will perform the proposed service activities and describe the management and supervision methods that will be utilized.
- 20) A **Training Curricula Table of Contents** for the current and proposed staff consistent with the Staff Training requirements described and attested to in the Resources Requirements (Section II. C.)

- 21) A **Curricula Table of Contents** for age, gender, and developmentally appropriate psycho-educational groups **including those focused on wellness and recovery.**

**B. Organizational Documents Prerequisite to a Contract Award to be Submitted with the Response:**

**(THIS WILL BE THE THIRD PDF SUBMISSION IN YOUR RESPONSE PACKET AND IS TO BE LABELED AS: PDF 3: SECTION III - REQUIRED DOCUMENTS, SUBSECTION B. ORGANIZATIONAL DOCUMENTS PREREQUISITE TO A CONTRACT AWARD TO BE SUBMITTED WITH THE RESPONSE.)**

**Pre-Award Documents Prerequisite to All Contracts**

- 1) **Affirmative Action Certificate:** Issued after the renewal form [AA302] is sent to Treasury with payment.  
**Note:** The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Agencies previously contracted through DCF are required to submit an Affirmative Action Certificate.  
Website: [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/)
- 2) **Agency By-Laws -or- Management Operating Agreement** if a LLC
- 3) **Attestation Form for Public Law P.L. 2021, c.1** - Complete, sign and date as the provider. Form:  
[Attestation.Form.To.Be.Completed.by.Providers.Covered.by.Public.Law.2021c.1.-6.7.21.pdf \(nj.gov\)](https://www.nj.gov/education/contracting/forms/Attestation.Form.To.Be.Completed.by.Providers.Covered.by.Public.Law.2021c.1.-6.7.21.pdf)
- 4) Dated List of Names, Titles, Emails, Phone Numbers, Addresses & Terms of either the **Board of Directors** of a corporation, or the **Managing Partners** of a LLC/Partnership, or the **members** of the responsible governing body of a county or municipality.
- 5) For Profit: **NJ Business Registration Certificate** with the Division of Revenue (see instructions for applicability to your organization.)  
Website: <https://www.nj.gov/njbusiness/registration/>
- 6) **Business Associate Agreement/HIPAA** - Sign and date as the Business Associate  
Form: <https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx>
- 7) For Profit: **Chapter 51/Executive Order 117** Vendor Certification and Disclosure of Political Contributions (See instructions for applicability to your organization.)  
Website: <https://www.nj.gov/treasury/purchase/forms.shtml>

- 8) **Conflict of Interest Policy and Attestation Form**  
Form: [https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p8\\_conflict.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p8_conflict.pdf)
- 9) Certification Regarding **Debarment:**  
Form: <https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf>
- 10) **Disclosure of Investigations & Other Actions Involving Bidder**  
Form: <https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf>
- 11) **Disclosure of Investment Activities in Iran**  
Form: <https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- 12) **Disclosure of Ownership**  
Form: <https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf>
- 13) **Disclosure of Prohibited Activities in Russia and Belarus**  
Form: [Certification.on.Non-Involvement.Prohibited.Activities.in.Russia.or.Belarus.pdf](https://www.nj.gov/dcf/documents/contract/forms/Certification.on.Non-Involvement.Prohibited.Activities.in.Russia.or.Belarus.pdf) (nj.gov)
- 14) **Source Disclosure Form (Disclosure of Source Location of Services Performed Outside the United States)**  
Form: <http://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf>
- 15) Document showing **Unique Entity ID (SAM) Number**  
Website: <https://sam.gov/content/duns-uei>
- 16) **Certificate of Incorporation**  
Website: <https://www.nj.gov/treasury/revenue>
- 17) **Notice of Standard Contract Requirements, Processes, and Policies**  
Sign and date as the provider  
Form: [Notice.of.Standard.Contract.Requirements.pdf](https://www.nj.gov/dcf/documents/contract/forms/Notice.of.Standard.Contract.Requirements.pdf) (nj.gov)
- 18) **Organizational Chart for Agency-** Ensure chart includes the agency name, current date, and the allocation of personnel among each of the agency's DCF programs with their position titles and names.
- 19) **Standard Language Document (SLD) (or Individual Provider Agreement or Department Agreement with another State Entity)**  
Sign and date as the provider

Form:

<https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>

- 20) **System for Award Management (SAM)** Submit a printout showing active status and the expiration date. Available free of charge.  
Website: <https://sam.gov/content/home>  
Helpline:1-866-606-8220
- 21) **Tax Exempt Organization Certificate (ST-5) -or- IRS Determination Letter 501(c)(3)**  
Website: <https://www.nj.gov/treasury/taxation/exemptintro.shtml>
- 22) **Tax Forms: Submit a copy of the most recent full tax return**  
Non-Profit: Form 990 Return of Organization Exempt from Income Tax  
or- For Profit: Form 1120 US Corporation Income Tax Return -or-  
LLCs: Applicable Tax Form and may delete/redact any SSN or personal information  
**Note:** Store subsequent tax returns on site for submission to DCF upon request.

#### **Pre-Award Documents Prerequisite to This Specific Contract**

- 23) **Proposed Annex B Budget Form (Cost Proposal Form) - Include Signed Cover Sheet**  
Form: <https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls>  
**Note:** The Annex B Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.
- 24) **Professional Licenses and/or Certificates** (If related to job responsibilities) Submit currently effective documents.
- 25) **Subcontract/Consultant Agreements** (If related to this contract)
- 26) **Proposed Program Staffing Summary Report (PSSR)**  
A full updated report must be submitted with this proposal and then **annually** by the 10th day of the month following each contract year.  
Form:  
<https://www.nj.gov/dcf/providers/contracting/forms/ProgramStaffingSummaryReport.xlsx>

#### **Section IV - Respondent's Narrative Responses**

Respondents who complete the above attestation to provide services in accordance with the *Required Performance and Staffing Deliverables* additionally must submit a narrative response to every question below. An Response will be evaluated and scored as indicated on each of the following Narrative Sections: A. Community and Organizational Fit; B. Organizational Capacity; and C. Organizational Supports; D.



Population of Focus and Statement of Need; E. Proposed Program Model and Implementation Approach; E. Staff Recruitment & Retention; G. Proposed Budget; H. Reduction of Seclusion and Restraint Use and I. Response to IMTS-IDD RFP Vignette.

Respondents must organize the Narrative Response sections submitted in the same order as presented below and under one of the three corresponding title headings. **All questions and answers for these sections should be submitted as a single PDF document, which would be the fourth PDF submission in your Response packet.**

There is a 35-page limitation for the narrative sections of the Response.

The narrative should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right. Narrative Sections of the Responses should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right. The font shall be no smaller than 12 points in Arial or Times New Roman.

The narrative must be organized appropriately and address the key concepts outlined in the RFP.

**(ALL NARRATIVE RESPONSES MUST BE SUBMITTED AS A SINGLE PDF DOCUMENT, WHICH WOULD BE THE FOURTH PDF SUBMISSION IN YOUR RESPONSE PACKET AND IS TO BE LABELED AS: PDF 4 – SECTION IV: RESPONDENT’S NARRATIVE RESPONSES, SUBSECTIONS A. THROUGH I.)**

#### **A. Community and Organizational Fit (10 Points)**

*Community and Organizational fit refers to Respondent’s alignment with the specified community and state priorities, family and community values, culture and history, and other interventions and initiatives.*

- 1) Provide a concise summary of the IMTS-IDD program your organization proposes to implement.
- 2) Describe how this initiative is consistent with your organization’s mission and priorities.
- 3) Describe how this initiative fits with existing initiatives/programming in your organization.
- 4) Describe how the requirements of this initiative will be met through your policies implementing Trauma Informed practices.
- 5) Describe your ability to provide bilingual services to meet the needs of youth and families in the counties they propose to serve. Programs that can provide services to limited-English speaking and non-English speaking individuals are required.

## B. Organizational Capacity (10 Points)

*Organizational Capacity refers to the Respondent's ability to meet and sustain the specified minimum requirements financially and structurally.*

- 1) Describe how the organization's leadership is knowledgeable about, and in support of, this initiative. Include how the requirements of this initiative will be met through your governance and management structure, including the roles of senior executives and governing body (Board of Directors, Managing Partners, Board of Freeholders). Do leaders have the diverse skills and perspectives representative of the community being served?
- 2) Describe past or present experience in serving individuals with IDD and their families including how collaboration and communication are accomplished.
- 3) DCF endorsed the Prevent Child Abuse New Jersey's (PCA-NJ) Safe-Child Standards in August 2013. These standards are used as a tool for implementing policies and procedures and ensure a baseline of quality services. Briefly describe the ways in which your agency's operations (policies and/or practices) mirror the Prevent Child Abuse New Jersey's Safe-Child standards.

The PCA-NJ Safe-Child Standards are available at:

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

- 4) Describe how the requirements of this initiative will be met through your commitment to cultural competency and diversity and plans to ensure needs of various and diverse cultures within the target community will be met in a manner consistent with the Law Against Discrimination (N.J.S.A. 10:51 et seq.).
- 5) Describe your willingness and capacity to engage in participatory, collaborative evaluation planning with DCF to assess program outcomes, including but not limited to, gathering and monitoring data and implemented performance improvement.
- 6) List any programs closed in the last eighteen (18) months and include documentation for the reasons the contracts were ended, if applicable.
  - Party that initiated closure (DCF or agency) and include detailed description of reason(s)
  - Program intensity of service

- Date of closure
- Time from notification to youth, families, and staff to safe transfer/discharge of all youth served in the program (the “transition period”)
- Challenges encountered during the transition period (staff coverage, disruption in programming)

If the Respondent has not had any closures and these questions do not apply, it will not impact the score, however, Respondents that have had a closure may have up to 10 points deducted from their total score depending upon the responses to this section.

### **C. Organizational Supports (10 Points)**

*Organizational Supports refers to the Respondent’s access to Expert Assistance, Staffing, Training, Coaching & Supervision.*

- 1) Describe the staff who will implement this Project and indicate whether each staff member will be hired or reassigned.
  - Job title (e.g., clinical supervisor, clinician)
  - Role(s) and responsibilities
  - Credentials, skills, and training required for each staff member. If you already have staff who will be reassigned to the Project, indicate whether they have received training in treating youth with intellectual and development disabilities and cooccurring behavioral challenges, motivational interviewing, and reflective supervision, and if so, describe the training previously received and if it has led to certification and/or licensure.
- 2) Following the descriptions of each staff member, explain any internal organizational processes that will need to be implemented to complete the hiring or reassignment process and your anticipated time frame for completing these tasks.
- 3) Provide supplemental explanation of the Respondent’s ability to manage this project described in this RFP and the other ongoing programs.
- 4) Describe how your organization will support this initiative with required/necessary training, coaching, supervision. Describe your organization’s process to evaluate staff performance.

- 5) Describe how your organization will support this initiative by leveraging the resources of providers; communities; and other stake holders.

#### **D. Population of Focus and Statement of Need (10 Points)**

*Population of focus and statement of need refers to the agency's understanding of the specific needs of the youth and families being targeted by this grant in the target area.*

- 1) Describe the population of focus and the geographic catchment area where services will be delivered that align with the intended population of this program. Provide a demographic profile of the population of focus in the catchment area in terms of race, ethnicity, language, sex, gender identity, sexual orientation, age, and socioeconomic status.
- 2) Describe the extent of the problem in the catchment area, including service gaps, and document the extent of the need (i.e., current prevalence rates or incidence data) for the population of focus. Identify the source of the data.

#### **E. Proposed Program Model and Implementation Approach (25 points)**

*Proposed Program Model and Implementation Approach refers to the agency's strategies for deploying the program services and staff in a manner consistent with Evidence Based Practices and the needs of those to be served.*

- 1) Describe the goals and measurable objectives of the proposed project and align them with the needs of the target population.
- 2) Identify the Evidence-Based Practice(s) (EBPs), evidence-informed, and/or culturally promising practices that will be used. Explain how using the proposed evidence-informed model will meet the needs of your target population and achieve the intended outcomes. Describe any modifications that will be made to the EBP(s) and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.
- 3) Describe the teaming structure and process you will utilize to ensure an integrated approach to care to ensure continuity of care including the inclusion of family and/or natural supports.
- 4) Describe how services will be delivered within the community while ensuring equitable access, safety, healthy boundaries, and therapeutic integrity.

- 5) Describe how staff scheduling will be managed to ensure on call coverage in accordance with program expectations.
- 6) Provide a Proposed Program Implementation Plan, including a detailed timeline for implementing the proposed services with actionable steps in preparing to provide the services of the RFP and to become fully operational within the time specified.

#### **F. Staff Recruitment & Retention (10 Points)**

Provide a summary (no more than one page) that describes a structural business framework in which recruitment is maximized and turnover is minimized. This includes adequate support and supervision, training, incentives, and competitive salary offerings and means for ensuring work life balance.

#### **G. Proposed Budget Narrative (15 points)**

Include a budget narrative that describes the following estimated expenses:

- Staff and fringe (see required staff in **Section D**. For each staff person:
  - Name (if person is known)
  - Job title
  - Percentage of staff person's time that is assigned to the Project and salary
  - If you plan to hire part-time clinicians and/or FSS staff, please explain how you plan to ensure model fidelity, communication, and collaboration.
  - Operating expenses
  - In-kind funding

Respondents must clearly indicate in the Budget Narrative how funding will be used to meet the project goals, responsibilities, and requirements. It must clearly explain budget line items, including miscellaneous expenses or "other" items, associated with the completion of the project. Describe any services, space, or materials that are being contributed, by whom, and the dollar value of the support. This Budget Narrative references the line items you enter in the Proposed Annex B Budget Form requested above as Pre-Award Document #23 to be included in **PDF 3: SECTION III - REQUIRED DOCUMENTS, SUBSECTION B. ORGANIZATIONAL DOCUMENTS PREREQUISITE TO A CONTRACT AWARD TO BE SUBMITTED WITH THE RESPONSE.**

The Respondent awarded a contract is expected to adhere to all applicable State cost principles.

A description of General and Administrative Costs are available at:  
<https://www.nj.gov/dcf/providers/notices/request/>

#### **H. Reduction of Seclusion & Restraint Use (5 points)**

All staff providing in-home service must have documented training in an accredited or nationally recognized crisis de-escalation program (i.e., Handle with Care, Crisis Prevention Institute, Professional Crisis Management, Elwyn). The use of seclusion is prohibited. Please describe your policies and protocols on the use of personal restraints and seclusion.

#### **I. IMTS-IDD RFPRESPONSE Vignette (5 Points)**

**Vignette Response:** The Respondent shall read the following vignette and respond to each of the questions below.

Intensive Mobile Treatment Services for IDD Vignette:

Jack is a 16-year-old Hispanic male diagnosed with Autistic Spectrum Disorder. He lives with his mother and her boyfriend Paul, along with his 12-year-old sister Cay. His mother is currently 6 months pregnant. Historically Paul has been the disciplinarian, but the family does not understand much about Jack's condition which includes aggression towards others. Jack attends a district school and is in a self-contained classroom with a 1:1 aide.

A year ago, Jack, had broken his mother's wrist during an incident where Jack was attempting to hit Cay and his mother attempted to stop him. During the incident Paul grabbed Jack by the arm leaving a bruise. Jack's school contacted DCPD when they observed the bruising on Jack's arm and the family was opened for an investigation. At this time the family was referred to CMO.

Jack is non-verbal and engages often in significant self-injurious behaviors by banging his head and biting his hands which at times needs medical attention. In the last 2 years he has become increasingly aggressive towards family members and sometimes his aid at school. The school has been unable to manage Jack's behavior and is looking to refer him to a specialized school. The CMO has advocated with the school, added IHH clinical/therapeutic services and agency hired respite in place as well as engaged the Medicaid MCO for ABA. They have assisted the family with the completion of the CSOC DD functional eligibility Response.

After a period of 6 months Jack's behaviors continued to worsen, the respite agency could not staff anyone willing to work with Jack and his mother and sister were afraid for their safety. The CMO then made an OOH referral and Jack received an IOS of IPCH IDD. The family has been waiting for a period of 3 months for an OOH admission and the family's condition continues to worsen.

- 1) Please describe your approach to assessing the youth and family system including the process and areas of focus.
- 2) Please describe your approach to treatment planning that represents an integrated approach to care.
- 3) Please describe your approach to safety assessment and planning.
- 4) Please describe how you will engage in a cultural and ethical approach to providing home based services in the context of assessment, treatment planning and the implementation of interventions.

## **Section V - Response Screening and Review Process**

### **A. Screening for Eligibility, Conformity and Completeness:**

DCF will conduct a preliminary review of each Response to determine whether it is eligible for evaluation or immediate rejection in accordance with the following criteria:

- 1) The Response was received prior to the stated deadline.
- 2) The Response is signed by an authorized Chief Executive Officer or designated alternate.
- 3) The Response is complete in its entirety, including all documents required to be submitted in support of the Response listed in Section III. A. and the organizational documents prerequisite to a contract award listed in Section III. B. If documents are missing from the application, DCF may provide an email notice to the applicant after the application is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation, except those documents required by the RFP and/or applicable law to be submitted with the proposal. If the documents are not then timely submitted in response to that notice, the application may be rejected as non-responsive.
- 4) The Response conforms to the specifications set forth in the RFP.
- 5) At least one representative of the Respondent must have been present at the mandatory Respondent's Conference.

Responses meeting the initial screening requirements of the RFP will be distributed to the Evaluation Committee for its review and recommendations.

Failure to meet the criteria outlined above, constitutes grounds for rejection of the Response.

## **B. Response Review Process**

The Department convenes an Evaluation Committee in accordance with existing regulation and policy to review all responses. All voting and advisory reviewers complete a conflict-of-interest form. Those individuals with conflicts or with the appearance of a conflict are disqualified from participation in the review process. The voting members of the Evaluation Committee will review Responses, deliberate as a group, and recommend final funding decisions.

The Department also reserves the right to reject Responses when there is a loss of State or Federal funding for the RFP, or an indication or allegation of misrepresentation of information or non-compliance with any State of New Jersey contracts, policies and procedures, or State or Federal laws and regulations.

An Response in response to an RFP will be evaluated and scored by the Evaluation Committee based on quality, completeness, and accuracy on the Narrative Sections: A. Community and Organizational Fit; B. Organizational Capacity; and C. Organizational Supports; D. Population of Focus and Statement of Need; E. Proposed Program Model and Implementation Approach; E. Staff Recruitment & Retention; G. Proposed Budget; H. Reduction of Seclusion and Restraint Use and I. Response to IMTS-IDD RFP Vignette.

The proposal earning the highest score may result in a contract award. The narrative must be organized appropriately and address the key concepts outlined in the RFP. The quality and completeness of the required documents may impact the score of the Narrative Sections to which they relate.

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

## **C. Appeals**

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the contract. Respondents may file a written appeal no later than ten (10) business days following receipt of the date on the Notice of Regret letter by emailing it to [DCF.AHUAppeals@dcf.nj.gov](mailto:DCF.AHUAppeals@dcf.nj.gov). and mailing it to:

Department of Children and Families  
Office of Legal Affairs  
Contract Appeals  
50 East State Street 4<sup>th</sup> Floor  
Trenton NJ 08625



## **D. Post Award Review**

As a courtesy, DCF may offer unsuccessful Respondents an opportunity to review the Evaluation Committee's rating of their individual Response. Respondents may request a Post Award Review by contacting: [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov). Post Award Reviews will not be conducted after six (6) months from the date of issuance of this RFP.

## **Section VI - Post Award Requirements**

### **A. General Conditions of Contract Execution:**

The Respondent who receives notice of DCF's intent to award them a contract will be referred to the DCF Office of Contract Administration (OCA). As a condition of executing a contract, awardees must resolve with OCA any issues raised in the award letter or otherwise found to be need of clarification. If DCF finds after sending a notice of intent to award that the awardee is incapable of providing the services or has misrepresented any material fact or its ability to manage the program, the award may not proceed to contract execution. DCF determines the effective date of any contract, which is the date compensable services may begin.

Awardees will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules, regulations, and policies as set forth in the Standard Language Document, the Notice of Standard DCF Contract Requirements, the Contract Reimbursement Manual, and the Contract Policy and Information Manual. Awardees may review these items via the Internet at [www.nj.gov/dcf/providers/contracting/manuals\\_and\\_forms/](http://www.nj.gov/dcf/providers/contracting/manuals_and_forms/) and <https://www.state.nj.us/dcf/providers/contracting/forms/>. Awardees also will be required to comply with all applicable State and Federal laws and statutes, assurances, certifications, and regulations regarding funding.

### **B. Organizational Documents Prerequisite to Contract Execution to be Submitted After Notice of Award:**

The OCA contract administrator assigned to initiate and administer an awardee's contract will require the awardee to submit the following documents prior to finalizing the contract for funding:

#### **Post-Award Documents Prerequisite to the Execution of All Contracts**

- 1) **Acknowledgement of Receipt** of NJ State Policy and Procedures:  
Return the receipt to DCF Office of EEO/AA.  
Form: <https://www.nj.gov/dcf/documents/contract/forms/DiscriminationAcknowledgmentReceipt.pdf>  
Policy: <https://www.nj.gov/dcf/documents/contract/forms/AntiDiscriminationPolicy.pdf>

- 2) **Annual Report to Secretary of State** proof of filing.  
Website: <https://www.njportal.com/dor/annualreports>

- 3) **Employee Fidelity Bond Certificate** (commercial blanket bond - crime/theft/dishonest acts)

Bond must be at least 15% of the full dollar amount of all State of NJ contracts for the current year when the combined dollar amount exceeds \$50,000. The \$50,000 threshold includes fee-for-service reimbursements made via Medicaid. Not Applicable Note: Should state your agency will not exceed \$50,000 in combined State of NJ contracts for the current year.

Email To: [OfficeOfContractAdministration@dcf.nj.gov](mailto:OfficeOfContractAdministration@dcf.nj.gov) and copy your contract administrator

Policy:[https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p8\\_insurance.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p8_insurance.pdf)

- 4) **Liability Insurance** (Declaration Page/Malpractice Insurance/Automobile Liability Insurance)

Important: Policy must show:

1. DCF as the certificate holder – NJDCF 50 E State Street, Floor 3, P.O. Box 717, Trenton, NJ 08625
2. Language Stating DCF is “an additional insured”
3. Commercial Liability Minimum Limits of \$1,000,000 an occurrence, \$3,000,000 aggregate
4. Commercial Automobile Liability Insurance written to cover cars, vans or trucks, limits of liability for bodily injury and property damage should not be less than \$2,000,000/occurrence.

Email To: [OfficeOfContractAdministration@dcf.nj.gov](mailto:OfficeOfContractAdministration@dcf.nj.gov) and copy your contract administrator

Policy:[https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p8\\_insurance.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p8_insurance.pdf)

- 5) Document showing **NJSTART** Vendor ID Number (NJ's eProcurement System)

Website: <https://www.njstart.gov/>

Helpline: 609-341-3500 -or- [njstart@treas.nj.gov](mailto:njstart@treas.nj.gov)

- 6) **Standardized Board Resolution Form**

Form:[https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p1\\_board.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p1_board.pdf)

- 7) **Chapter 271/Vendor Certification and Political Contribution Disclosure Form**

[2006 Federal Accountability & Transparency Act (FFATA)]  
Form: <https://www.nj.gov/treasury/purchase/forms/CertandDisc2706.pdf>

- 8) Program **Organizational Chart**  
Form should include agency name & current date

**Post-Award Documents Prerequisite to the Execution of This Specific Contract:**

- 9) **Annex A - Summary & Sections 1.1, 1.2, 1.3**  
**Note:** Contract Administrators will provide any Annex A forms customized for programs when they are not available on the DCF public website. Website:  
<https://www.nj.gov/dcf/providers/contracting/forms>

- 10) **Updated Final Annex B Budget Form - Include Signed Cover Sheet**  
Form: <https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls>

Note: The Annex B Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.

- 11) **Schedule of Estimated Claims (SEC) signed**  
Form:  
Provided by contract administrator when applicable.
- 12) **Equipment Inventory** (if items purchased with DCF funds)  
Policy: [https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p4\\_equipment.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p4_equipment.pdf)
- 13) For Programs Hosting Youth, Adults, and Families or relying on Rent, Interest, or Depreciation in their Annex B Budget  
Form: **Lease, Mortgage or Deed-** submit copies of executed documents.
- 14) For Programs Hosting Youth, Adults, and Families or relying on Rent, Interest, or Depreciation in their Annex B Budget  
Form: **Current/Continued Certificate of Occupancy**
- 15) For Programs Hosting Youth, Adults, and Families or relying on Rent, Interest, or Depreciation in their Annex B Budget  
Form: **Current Health/Fire Certificates**
- 16) **Updated Program Staffing Summary Report (PSSR)**  
A full updated report must be submitted **annually** by the 10th day of the month following each contract year.

Form: <https://www.nj.gov/dcf/providers/contracting/forms/ProgramStaffingSummaryReport.xlsm>

**17) Program Activity Schedule**

Schedule should detail the structure/activities of the entire day of each week including evening shifts, 24/7.

**18) Agency Data Sheet**

Ensure all fields are completed with accurate info. Sheets with incomplete/inaccurate info will be returned. This includes all agency identifying numbers i.e., FEIN, UEI and NJSTART as well as staff contact info.

**Note:** For multi-year contracts, the contract number will remain the same each year. Form: Provided by contract administrator, if applicable.

**C. Contractor Requirements for Reporting**

In addition to the reporting requirements specified in this RFP relative to the delivery and success of the program services, Contractors are obligated to produce the following general reports as a contracting requirement.

**1) Audit or Financial Statement (Certified by accountant or accounting firm.)**

A copy of the Audit must be submitted to DCF by all agencies expending over \$100,000 in combined federal/state awards/contracts if cognizant with any department of the State of NJ. As noted in Audit Policy 7.06, Section 3.13 of the Standard Language Document, DCF also may request at any time in its sole discretion an audit/financial statement from agencies expending under \$100,000 that are not cognizant with any department of the State of NJ. Note: Document should include copies of worksheets used to reconcile the department's Report of Expenditures (ROE) to the audited financial statements. (DCF.P7.06-2007)

Contractors are to submit the most recent audit or financial statement with the initial contract and then each subsequent one within 9 months of the end of each fiscal year.

Policy:

[https://www.nj.gov/dcf/documents/contract/manuals/CPIM\\_p7\\_audit.pdf](https://www.nj.gov/dcf/documents/contract/manuals/CPIM_p7_audit.pdf)

**2) DCF Notification of Licensed Public Accountant Form (NLPA)-and-copy of Non-Expired Accountant's Certification**

Contractor must ensure DCF form is used, and 2 signatures are provided. Not required for agencies expending under \$100,000 in combined federal/state awards or contracts. The \$100,000 threshold includes fee-for-service reimbursements made via Medicaid. Also, the NLPA is a State of NJ form and need only list federal/state funds received via contracts with the State of NJ.

Contractors are to submit this form with each Audit, providing info related to the year subsequent to the audit.

Not Applicable Note: Must state your agency will not exceed \$100,000 in combined Federal/State awards or contracts.

Form: <https://www.nj.gov/dcf/providers/contracting/forms/NLPA.docx>

3) **Reports of Expenditures (ROE):**

**Quarterly ROEs must be submitted for contracted program budgets funded with federal grants such as this one and the final ROE is due 60 days after the close of the contract.** The format for the ROE must match that of the Annex B budget form. **Note:** Must be prepared in accordance with the governing cost principles set forth in the DCF Contract Reimbursement Manual (CRM Section 6).

4) **Level of Service (LOS) Reports**

Enter the cited DCF Standard Template Form for each month the number of youth, adults, and families served and ages of those receiving services, and the hours/days, county locations, etc. of those services, or record this data into another form, survey, or database that DCF agrees can serve to track LOS for the contracted program.

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

5) **Significant Events Reporting:**

Timely reports as events occur to include, but not be limited to, changes to: (1) Organizational Structure or Name [DCF.P1.09-2007]; (2) Executive and/or Program Leadership; (3) Names, titles, terms and addresses, of the Board of Directors; (4) Clinical Staff; (5) Subcontract/consultant agreements and the development or execution of new ones; (6) a FEIN; (7) Corporate Address; (8) Program Closures; (9) Program Site locations; Site Accreditations (TJC,COA,CARF); the contents of the submitted Standard Board Resolution Form, and Debarment and SAM status.

Note: Agencies are under a continuing obligation, through the completion of any contract with the State of NJ, to renew expired forms filed with the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms regarding: Investment Activities in Iran as per P.L. 2012, C.25; Investment Activities in Russia or Belarus as per P.L. P.L.2022, c.3; Disclosures of Investigations of the Vendor; Ownership Disclosure if for profit; Service Location Source Disclosure as per P. L. 2005, C.92; Political Contribution Disclosure as per P.L. 2005, C.271; Report of Charitable Organizations, and the Two-Year Chapter 51 Vendor Certification and Disclosure.

Policy:

[https://nj.gov/dcf/documents/contract/manuals/CPIM\\_p1\\_events.pdf](https://nj.gov/dcf/documents/contract/manuals/CPIM_p1_events.pdf)

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

#### **D. Contractor Requirements to Store Organizational Documents on Site**

- 1) Affirmative Action Policy/Plan
- 2) Copy of Most Recently Approved Board Minutes
- 3) Books, documents, papers, and records which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions, and to be produced for DCF upon request.
- 4) Personnel Manual & Employee Handbook (include staff job descriptions)
- 5) Procurement Policy



**NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES**

**INTENSIVE MOBILE TREATMENT SERVICES FOR YOUTH AND YOUNG ADULTS WITH  
INTELLECTUAL / DEVELOPMENTAL DISABILITIES**

## **Bidder's Conference**

**DCF Children's System of Care**

**October 6, 2022**

# Agenda & Objectives

- Welcome/Introductions
- Department of Children and Families
- Children's System of Care
- Highlights from the Request for Proposal -**Intensive Mobile Treatment Services For Youth And Young Adults With Intellectual / Developmental Disabilities**
  - Services to be Funded, Service need
  - Service location, target population, required staff
  - Key Model Components
  - Application Submission Instructions
- Questions and Answers





# Department of Children and Families

- Created in July 2006
- First Cabinet-level Department devoted exclusively to serving and safeguarding children and families
- Mission: To ensure New Jersey youth and their families are safe, healthy and connected.



# Department of Children and Families

## □ Values

- ❖ Collaboration
- ❖ Equity
- ❖ Evidence (criteria)
- ❖ Family
- ❖ Integrity

## □ Core Approaches

- ❖ Race Equity
- ❖ Healing Centered
- ❖ Protective Factors Framework
- ❖ Family Voice
- ❖ Collaborative Safety



# Children's System of Care

- ❑ Serves youth under 21 with emotional and behavioral health care challenges, intellectual/developmental disabilities, and/or substance use challenges
- ❑ CSOC is committed to providing these services based on the needs of the child and family in a family-centered, community-based environment
- ❑ Statewide services are accessed through PerformCare, CSOC's Contracted Services Administrator
- ❑ Contracted services are reimbursed with federal and state funds through the Medicaid fiscal agency
- ❑ Local community system partner service areas are aligned with the fifteen Court Vicinages to assure seamless connections and coordination of care, particularly where youth have multisystem involvement



# System of Care Values and Principles

- ❑ **Family Driven and Youth Guided-** Families are engaged as active participants at all levels of planning, organization, and service delivery.
- ❑ **Culturally and Linguistically Competent** - learning and incorporating the youth and family's culture, values, preferences, and interests into the planning process, including the identified language of the family.
- ❑ **Community Based** - identifying and utilizing supports that are least restrictive, accessible, and sustainable to maintain and strengthen the family's existing community relationships.



# Children's System of Care Priorities

- ❑ Promote integrated health and behavioral health
- ❑ Build capacity to deliver evidence-based interventions and services
- ❑ Enhance CSOC capacity to ensure equitable access



# Services to be Funded

- ❑ The annualized funding available is not to exceed \$4,700,000 per year for up to two years, or \$9,400,000 in total for the purpose of providing a comprehensive in-home program.
- ❑ NJDCF will fund one (1) award to fund one (1) agency with the ability to provide holistic care through two (2) treatment teams each serving 9 (18 total) male and female children, youth and young adults concurrently. The anticipated duration of engagement with the program is 6 to 24 months with an average of 12 months per youth.
- ❑ An awardee must have the program fully operational within 60 days of award. Funds must be expended by January 31, 2025.



# Service Need

- ❑ **Two multi-disciplinary direct service teams and an oversight team to support up to 18 youth and families within their communities**
- ❑ Services aim to deliver a safe, stable, and therapeutically supported intensive treatment program with a comprehensive array of services delivered in the youth's and family's home and community.
- ❑ A multi-disciplinary team will be comprised of behavioral, psychiatric, and medical experts, supported by a team of direct support from other specialists.
- ❑ The IMTS-IDD team will assist the youth with acquiring, retaining, improving, and generalizing the behavioral, self-help, socialization, relational and communication skills needed to enhance relationships, increase independence and functioning (e.g., improve self-care, negotiation and conflict resolution skills; develop effective coping skills, healthy limit-setting, and social skills; manage stress and symptoms; and pursue self-fulfillment, education and potential employability).



# Service Need (cont.)

- ❑ Services will be accessible 24/7 and consist of daily check points among the treatment team and with the family to assess the effectiveness of treatment interventions and supports and adjust these as needed to improve outcomes
- ❑ Targeted approaches will assist youth in regulating emotional and behavioral responses, developing meaningful relationships, and effectively understanding and expressing their needs to the best of their ability, which will aid in the successful transition to less intensive community services.
- ❑ Meet the unique needs of youth with significant IDD challenges and complex co-occurring disorder/s and their families by bringing intensive specialized services and supports into a youth's home in the context of their caregiving system and natural supports.





# Service Location

- ❑ Applicant will propose to establish two teams with one dedicated to each of the following counties:
  - Bergen
  - Gloucester
  - or Middlesex
  
- ❑ The designated county service areas may be adjusted by CSOC as needed to ensure full utilization of program resources



# Target Population

- ❑ Youth ages five through twenty who are eligible to receive developmental disability services through CSOC pursuant to NJAC 3A:40. Only one (1) child per family will be enrolled in the program.
- ❑ Youth considered for this program shall present with the most complex challenging behavior(s) of such intensity, frequency, and duration that they prevent personal development and inclusion in family life and community, threaten their ability to remain in home, and may jeopardize the health or life safety of themselves or others.
- ❑ Programs are required to provide services to non-verbal, limited English or non-English speaking individuals.



# Target Population (cont.)

## Inclusion Criteria

- i. not being able to follow verbal directives; boundary issues including fixation on body parts, sexual reactivity, and socially/environmentally problematic behaviors due to sexual discovery; fecal smearing; self-injurious behaviors; destructive, aggressive and assaultive behaviors that require medical attention (e.g., hitting/scratching/biting oneself or others, head butting/choking/kicking others); elopement; pica; and property destruction.
- ii. Autism Spectrum Disorder (ASD),
- iii. intellectual disabilities
- iv. cerebral palsy and epilepsy
- v. genetic syndromes associated with autism
- vi. Fragile X, Rhett, Prader-Willi, Williams Syndrome
- vii. co-occurring mental health diagnoses (attention, conduct, and disruptive behavior disorders; mood disorders; anxiety disorders and adjustment disorders)
- viii. cognitive abilities and medical and physical needs (e.g., toileting, eating, hygiene and dressing, and other activities of daily living).



# Required Staff

- ❑ **Psychiatrist / Medical Director** (one .5 FTE dedicated to the program)
- ❑ **Program Director** (one full-time dedicated 100% exclusively to this program)
- ❑ **Clinical Director** (one full-time dedicated 100% exclusively to this program)
- ❑ **Registered Nurse (RN)** (two full-time dedicated 100% exclusively to this program)
- ❑ **Mobile Team Coordinator** (two full-time dedicated 100% exclusively to this program)
- ❑ **New Jersey Licensed Clinician** (two full-time dedicated 100% exclusively to this program)
- ❑ **Master's Degree Board Certified Behavioral Analyst (BCBA)** (four full-time dedicated 100% exclusively to this program).



# Required Staff (cont.)

- ❑ **Registered Behavior Technicians (RBT)** (sixteen full-time dedicated 100% exclusively to this program)
- ❑ **Resource/ Respite Coordinator** (one full-time dedicated 100% exclusively to this program)
- ❑ **Peer Support Partner Specialists** (two full-time dedicated 100% exclusively to this program)
- ❑ **Administrative Assistant** (one full-time dedicated 100% exclusively to this program)

## Consultants:

- ❑ **Occupational Therapist (OT)**
- ❑ **Speech Therapist (ST)**



# Key Model Components

- Engagement of caregivers
- 24/7 Crisis Response
- Comprehensive Assessment and Treatment Planning
- Intensive Transition Planning
- Comprehensive, coordinated continuation of supports
- Highly individualized services
- Environmental modification
- Behavioral support and treatment including Applied Behavioral Analysis (ABA)
- Individual and family therapy
- Collaboration with key system partners
- Coordination of services
- Speech and occupational therapy
- Equitable access for all families
- Culturally and linguistically competent team
- Holistic, integrated care
- Robust assessment and care coordination based on identified Social Determinants of Health needs
- Workforce Wellness plan
- Commitment



# Quality Assurance and Performance Improvement

Applicants must dedicate resources to participate in the program evaluation. This will include meetings with CSOC and designated evaluator, gathering and reporting on data and partnering in performance improvement initiatives.



# Application Submission Instructions

- ❑ All applications must be delivered ONLINE on Wednesday **October 26, 2022 by 12:00 P.M.**
- ❑ Applicant must submit an Authorized Organization Representative (AOR) form. The AOR form must be completed and sent to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)
  - ❑ Authorized Organization Representative (AOR) Form: <https://www.nj.gov/dcf/providers/notices/AOR.doc>
- ❑ Once the AOR is submitted and the Applicant is granted permission to proceed, instructions will be provided for submission of the application. Only a registered Authorized Organization Representative or the designated alternate is eligible to send in a submission by submitting an AOR form.
- ❑ Applicants must submit a complete application signed and dated by the Chief Executive Officer or equivalent.
- ❑ We recommend ***not*** waiting until the due date to submit your application in case there are technical difficulties during your submission. Registered AOR forms may be received five (5) business days prior to the date the application is due.





# Questions and Answers



**NJ Department of Children Services (DCF)**

**Children's System of Care (CSOC)**

**RFP: Intensive Mobile Treatment Services for Youth and Young Adults with Intellectual / Developmental Disabilities (IMTS-IDD)**

**QUESTIONS AND ANSWERS**

Technical inquiries about forms, documents, and format may be requested at any time prior to the response deadline through [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)

- 1. Is this RFP only for Bergen, Gloucester, and Middlesex counties or is it one team for any two of these named counties and another team for any other county?**

The successful applicant will provide one team per county for two identified counties (two teams in total). The catchment area may be adjusted based on capacity and demand from adjacent counties, with consideration of the geographical area to be covered by staff and on a limited case by case basis.

- 2. Title Page: It says that \$4.7 million per year is available. Are indirect costs allowable on the budget? If so, what is the cap on indirect costs?**

Yes, indirect costs are allowable; they must be reasonable and allocable.

- 3. P. 3: It says, "Operational start-up costs are not permitted to be reimbursed under this contract." Could you define what is and is not "operational start-up costs"?**

Operational start-up costs are the costs incurred prior to the contract start date in preparation for program operations. DCF will not pay additional funds for any expenses incurred before the contract start date.

The funds available are to be budgeted to cover the expenses incurred during the contract term. Additional funds are not available. Within the contract ceiling available during the contract term, your budget may include the costs of what you need to commence program operations.

- 4. P. 17: It says, "At least 75% of each clinical hours must be...face-to-face interaction with youth and/or families." Do telehealth contacts count as "face-to-face interaction"?**

The IMTS-IDD program is designed to provide intensive, in-vivo services. All services are to be provided in the youth's home. Medication management may be provided at the family's choice using a secure, HIPAA-compliant telehealth platform if doing so adheres to the DCF Standards of Care for Remote Services available at page 9 of the [Guidance-for-DCF-Contracted.In-Home.and.Community-Based.Programs.10-20-21.pdf \(nj.gov\)](#) posted on the DCF website. In the event of a public health or other emergency that prevents the delivery of in-vivo services, CSOC program managers shall work with the provider to develop an alternative acceptable service delivery model.

- 5. P. 33: It says that a key component of the program is participation in program evaluation. Could the program-evaluation component include pretest and posttest evaluations of the treated patients and of matched-or waitlist-control patients to increase the validity of the program-evaluation results?**

DCF will determine the evaluation design and will consider the feasibility and applicability of pre- and post-test instruments as well as a comparison group, however we typically do not include a comparison group in the implementation evaluation phase for new programs.

- 6. Given the high demand for Psychiatrists, would it be permissible to deliver the clinical hours of face-to-face interaction via telehealth? (p. 17)**

Please see the response to # 4, above.

- 7. Can two providers partner to deliver services?**

DCF will enter into a contract with one agency. Applicants may choose to subcontract certain program deliverables.

- 8. Can a provider subcontract with another provider/agency to deliver services?**

Please see the response to #7, above.

- 9. Can a successful applicant choose to use treatment models other than those outlined in the RFP?**

Applicants may propose treatment models other than those outlined in the RFP that adhere to the staffing and other RFP requirements.

**10. Can you provide some detail regarding billing submission?**

The successful applicant will enter into a cost-reimbursement contract for the project period. The contractee will receive scheduled monthly payments.

**11. On page 44 (Section III) of the RFP PDF, a required attachment is “three letters of commitment specific to a service or MOU to demonstrate commitment to the program”. Can you please clarify who these letters should be from? Can they be existing partners or do they have to be from entities who would partner with us on this new award?**

DCF expects applicants to partner with other service providers for consultation, technical assistance, or other service providers as needed to support individualized service planning. These may include current partners who would also work with the applicant on this program or new partners.

**12. On page 47 (Section III) of the RFP PDF, a required attachment is the program staffing summary report. Do we need to include set hours for RBTs? How do we demonstrate on call versus face-to-face shifts within the template? Since we need to have flexible staff schedules to accommodate the families, how do we demonstrate this?**

DCF encourages applicants to develop sample staffing plans for both regular and on-call hours.

The PSSR that is submitted with this application (and, if awarded, with the contract and whenever requested) is a snapshot of a typical week showing how the respondent will meet the staffing coverage and services that are required by this program initiative.

Understanding that this RFP expects the Registered Behavior Technicians (RBTs) to be available to work on a rotating coverage schedule, including weekends, the PSSR should show weekend coverage for that position whenever it is submitted. The respondent may indicate in the “functional job duties” section for each RBT listed that the schedules for these positions rotate weekly.

This RFP requires 24/7/365 crisis response. The PSSR should show round the clock coverage. On-call shifts do not have to be distinguished in the PSSR. Positions such as such as the Resource/ Respite Coordinator, Clinical Director, Registered Nurse (RN), Mobile Team Coordinator, Licensed Clinician, Board Certified Behavioral Analyst, Resource/ Respite Coordinator that require on-call shifts must include that responsibility in the “functional job duties” section describing that position.

**13. On page 51 (Section IV) of the RFP PDF, there is a section on population of focus and statement of need. We recognize that there is a very brief description of the target population and admission criteria on page 18 of the PDF, but is there a referral sheet that DCF has and can send to us so that we can more fully elaborate on the population in need of services? Where does DCF expect us to obtain information on race, ethnicity, language, sex, gender identity, sexual orientation, age and socioeconomic status? Should our answer be broad (i.e., based on county census demographics) or specific to the 18 children who DCF identified for service?**

Applicants are encouraged to use available local census data and other publicly available resources to elaborate on the population in need of services in each county. Applicants may wish to refer to the [Developmental Disabilities Eligible Youth | Data Hub \(rutgers.edu\)](https://datahub.rutgers.edu/) for additional demographic information by county. Please note that the hub data is inclusive of all youth in the state and by county with active IDD eligibility, including youth not served by CSOC. Applicants may also wish to access the county data profiles available at [DCF | DCF/HSAC County Needs Assessment \(nj.gov\)](https://www.nj.gov/dcf/hsac-county-needs-assessment/).