



**REQUEST FOR PROPOSALS**

**FOR**

**Sexual Violence Direct and Prevention Services -  
Somerset County**

**Funding of \$454,412 Available**

**CFDA # 93.497 and 93.991 (Federal Funding)**

**There will be no Bidders Conference for this RFP**

**Questions are due by July 7, 2022**

**Bids are due: July 27, 2022**

Christine Norbut Beyer, MSW  
Commissioner

June 14, 2022

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**Funding Agency**

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

**Special Notice:**

There will be no Bidders Conference for this RFP. Questions will be accepted in advance of the proposal deadline by providing them via email to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov) until July 7, 2022, at 12PM. Technical inquiries about forms and other documents may be requested at any time.

All bids must be submitted electronically through our online system. To submit online, applicant must submit an AOR form. The AOR form must be completed and sent to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

**Section I – General Information**

**A. Purpose:**

The New Jersey Department of Children and Families’ (DCF) Division on Women announces the availability of \$454,412 in state and federal funding for the provision of sexual violence services, including direct intervention and primary prevention in Somerset County. Sexual violence funding shall support rape crisis centers and other nonprofit, non-governmental organizations or tribal programs that provide services, direct intervention, primary prevention, and related assistance to victims and survivors of sexual assault, their families and others collaterally affected. Funding is available up to \$454,412 for one award.

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

**1. Sexual Violence Direct Services in Somerset County**

The Center for Disease Control defines sexual violence as any sexual activity where consent is not given.<sup>1</sup> Sexual violence can include sexual assault, intimate partner sexual assault, sexual harassment or sexual exploitation. Sexual assault is defined as any sexual act that is perpetrated

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<sup>1</sup> Basile KC, Smith SG, Breiding MJ, Black MC, Mahendra RR. Sexual Violence Surveillance: Uniform Definitions and Recommended Data Elements, Version 2.0. Atlanta (GA): National Center for Injury Prevention and Control, Centers for Disease Control and Prevention; 2014.

against someone's will and encompasses a range of offenses including: completed and attempted nonconsensual sex act; unwanted sexual contact; and non- contact sexual abuse. (See N.J.S.A. 2C:14-1).

Sexual violence affects people of all genders, cultures, races, sexual orientations, abilities, and ages. Approximately 1 in 3 women and 1 in 4 men have experience sexual violence once in their lifetime.<sup>2</sup> Additionally, almost 1 in 2 transgender individuals experienced sexual violence.<sup>3</sup> Although anyone can experience sexual violence, individuals from marginalized communities are disproportionately affected. This population experiences risk factors like poverty, language barriers, social isolation, and lack of access to economic and social resources at a higher rate. These factors make them particularly vulnerable to victimization and create barriers in connecting with services.<sup>4</sup>

Sexual violence has been recognized as a public health issue that can cause serious physical, psychological and emotional consequences. Survivors may experience long-term effects like post-traumatic stress disorder, and gastrointestinal, cardiovascular and reproductive problems. Sexual violence also increases the risk for substance misuse and can lead to job loss due to time off, diminished performance or being unable to work. The CDC estimates the lifetime cost of sexual assault is \$122,461 per victim, which includes medical costs, lost productivity, criminal justice activities, and other costs.<sup>5</sup>

Research has shown that victim centered services lessen the harm caused by sexual violence. Rape crisis centers and organizations that provide supportive services like crisis intervention, counseling, legal and medical assistance, victim advocacy, and information and referral can improve outcomes and reduce long-term effects. Studies have also shown that survivors find such services to be helpful and decrease distress when provided in a safe and healing environment and in a way that meets their individual needs.<sup>6</sup>

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

<sup>3</sup> James, S. E., Herman, J. L., Rankin, S., Keisling, M., Mottet, L., & Anafi, M. (2016). The report of the 2015 U.S. Transgender Survey.

<sup>4</sup> Breiding MJ, Basile KC, Smith SG, Black MC, Mahendra RR. Intimate Partner Violence Surveillance: Uniform Definitions and Recommended Data Elements, Version 2.0. Atlanta (GA): National Center for Injury Prevention and Control, Centers for Disease Control and Prevention; 2015.

<sup>5</sup> Black, Michele C., PhD. Intimate Partner Violence and Adverse Health Consequences: Implications for Clinicians. *American Journal of Lifestyle Medicine* 5.5 (2011)428-439.

<sup>6</sup> Basile, K.C., DeGue, S., Jones, K., Freire, K., Dills, J., Smith, S.G., Raiford, J.L. (2016). STOP SV: A Technical Package to Prevent Sexual Violence. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.

## **B. Background:**

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

## **C. Target Population/Admission:**

The target population for sexual violence includes all victims, their family and household members, and others collaterally affected by the victimization.

Sexual violence programs shall be designed to meet the needs of Somerset County's population and especially individuals that have been historically underserved. Underserved populations include groups that lack accessible or relevant services due to geographic locations, racial and/or ethnic backgrounds, sexual orientation, or specific needs like language, disabilities, immigration status, or age.<sup>7</sup>

Eligible organizations include local public agencies and nonprofit organizations, including faith-based, charitable, community-based, tribal, or voluntary associations. Programs that receive any funding must be accessible and delivered without discrimination on the basis of age, disability, gender, gender-identity, sexual orientation race, color, national origin, or religion. (42 U.S.C. §10406). In order to be considered eligible the organization must have a physical space within Somerset County in which they can receive victims. All victims of sexual violence, regardless of citizenship, legal status, or tribal affiliation are to have the same access to services without the need to produce documentation of residency/citizenship. Programs must be able to assist victims of sexual violence with Limited English Proficiency (LEP), and Deaf and deaf or hard of hearing.

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<sup>7</sup> 45 CFR § 1370.2.

## **D. Services to Be Funded**

### **1. Sexual Violence Support Services**

Funding shall support sexual violence services that provide intervention, advocacy, accompaniment, and other assistance. This includes, but is not limited to:

#### **a. Hotline**

Services should include a free and confidential 24-hour, seven-day a week communication capability. The hotline shall also connect victims and survivors to immediate crisis intervention, support and assistance. Language assistance shall be available in real time in the language or modality needed by the victim.

#### **b. Crisis Intervention**

Crisis intervention is the process by which a person identifies, assesses, and intervenes with an individual in crisis to restore balance and reduce harmful effects. Crisis intervention can occur in-person and/or over the telephone.

#### **c. Case Management, Victim Advocacy and Accompaniment**

Case management and advocacy is designed to help survivors create a customized plan that holistically meets the unique needs of clients. This includes assisting survivors navigate various systems like employment, housing, shelter services, health care, victim's compensation, and more. In-person accompaniment to various medical, criminal justice and social support systems provides ongoing support to survivors.

#### **d. Counseling**

Short-term and ongoing emotional and psycho-educational support shall be provided to victims and their families by trained counselors. Services include individual counseling sessions and support groups for survivors to assist one another in a healing and empowering environment.

#### **e. Culturally Specific Services**

Providing culturally relevant and responsive services are critical to positive outcomes for survivors. This includes services to ensure culturally and linguistically appropriate responses, such as language translation and interpretation, and outreach activities to underserved communities.

**f. Information and Referral**

Available options, resources and contact information imparted to primary, non-offending family members and other secondary victims of sexual violence either in person or via the hotline.

**g. Technology**

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

**h. Prevention Activities**

Services shall include prevention activities aimed at decreasing risk factors that lead to sexual violence and increasing protective factors.

**i. Partnership and Collaboration**

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

**j. Outreach and Training**

Funding may be used to educate and increase awareness of sexual violence in the community. This may include presentations or trainings about sexual violence and the development and distribution of resource materials.

**E. Resources:**

**1. Geographic Area to Be Served**

The sexual violence programming must be delivered in Somerset County, New Jersey. The program shall serve anyone from the target population described above if those individuals elect to receive services in Somerset County. **No individual shall be refused services solely because their last known physical address was not within Somerset County.** Victims may choose to go to an out-of-county provider for safety or convenience reasons, and these requests should be accommodated.

## **2. Staffing**

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

### **a) Staff and Volunteer Retention**

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

### **b) New Staff Training & Development**

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

### **c) Intern/Volunteer Program**

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

## **3. Legislation and Regulations**

### **a) All DCF funded agencies must comply with:**

- The Violence Against Women Act (H.R. 2471, Consolidated Appropriations Act, 2022);
- Survivor-Counselor Confidentiality Privilege (N.J.S.A. 2A:84A-22.13 et seq);
- The Sexual Assault Survivor Protection Act (N.J.S.A. 2C:14-13 et seq.);
- New Jersey Law Against Discrimination (N.J.S.A. 10:5-12). The New Jersey Law Against Discrimination makes it unlawful to subject people to differential treatment based on race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, and AIDS and HIV status. The DCF-funded agency must prohibit discrimination in



program admission and the provision of services, as well as agency hiring and promotional process.

**b) Voluntary Participation Only**

To ensure safety for sexual violence survivors and their children, the applicant should operate with the highest level of ethical practice and accountability to survivors and the community. The federal government bars recipients of Violence Against Women Act (VAWA) funding from mandating survivors to participate in programming to access other services. All services must be available on a voluntary basis.

**c) Trauma-informed Approach**

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

**d) Protecting Confidentiality**

all services are confidential, accessible to the general public, and provided free of charge by specially trained professionals. The applicant shall abide by confidentiality policy at DCF as follows:

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

**e) Acceptance/Remittance Criteria for Services**

The denial of services to a survivor can have serious and lasting safety implications. Decisions about discontinuing services shall not be based on survivors' personalities, immigration status, mental health, substance abuse history, age of survivor's children or their decision to return to the abuser. When the provider is at capacity, every effort should be made to refer the survivor to another county provider.

**4. Financial Requirement**

There is no match for the award for sexual violence. Funds awarded under this program may not be used to supplant or duplicate existing funding. Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF.

**F. Outputs**

**1. Data Collection and Management**

The applicant is required to collect data and submit to DOW on a monthly basis. Data reports are due on the 15<sup>th</sup> of each month containing the data of the previous month. Reporting tools and timelines are established in partnership with DCF. DOW only collects aggregate data that does not include any personally identifying information that could possibly identify a victim of sexual violence.

**2. Continued Quality Improvement Standards**

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

The applicant shall be required to submit monthly reports of demographics and service data as part of the CQI process through the use of the SurveyMonkey tool. These are due on the 15<sup>th</sup> of each month containing the data of the previous month. The applicant will be required to collect and report pertinent client and program data, relative to service activities and measurable program outcomes.

**G. Funding Information:**

All funding is subject to appropriation. Funding is available up to \$454,412. DCF reserves the right to award all or a portion of the requested amount. One award may be made. It is anticipated that the resulting contract will contain approximately \$414,245 in state funding. This funding is ongoing but is contingent upon the availability of funds in future fiscal years.

Additional funds are not available, so any proposed one-time expenses must be funded with **anticipated** contract accruals. Applicants must provide a justification and detailed summary of anticipated start-up costs, and the source of anticipated contract accruals, in order to begin program operations.

The funding period for this program is: **7/1/2022-06/30/23**.

Matching funds are not required

Applicants must provide a justification and detailed summary of all expenses that must be met in order to begin program operations. Proposals that demonstrate the leveraging of other financial resources are encouraged and will receive additional consideration in the proposal review process.

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

Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF.

#### **H. Applicant Eligibility Requirements:**

1. Applicants must be business entities 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.
2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
3. If Applicant is **under a corrective action plan with DCF (inclusive of its Divisions and Offices) or any other New Jersey State Agency or State authority, the Applicant cannot submit a proposal for this RFP if written notice of the inability to submit a proposal has been provided by the State Agency or State authority**. Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated and progress maintained to the satisfaction of DCF for the period of time as required by the written notice.
4. Applicants shall not be suspended, terminated or debarred from any State **authority or Federal Agency**.

5. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
6. Where required, all applicants must hold current State licenses.
7. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required in accordance with how the entity was formed such as a board of trustees, non-profit, for profit, LLC.
8. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
9. Applicants must be able to serve clients within 60 days of contract execution.
10. All applicants must have a Document showing **Unique Entity ID (SAM) Number**. Website: <https://sam.gov/content/duns-uei>
11. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.

**I. RFP Schedule:**

<b>July 7, 2022</b>	<b>Deadline for Email Questions sent to <a href="mailto:DCF.ASKRFP@dcf.nj.gov">DCF.ASKRFP@dcf.nj.gov</a></b> Technical inquiries about forms and other documents may be requested at any time.
<b>July 27, 2022</b>	<b>Deadline for Receipt of Proposals by 12:00PM</b>

Proposals received after **12:00 PM on July 27, 2022**, will **not** be considered.

**All proposals must be delivered ONLINE:**

To submit online, 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 proposal.

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

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

### **Submission Requirement:**

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

## **J. Administration:**

### **1. Screening for Eligibility, Conformity and Completeness**

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP in accordance with Section II. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection.

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

### **2. Proposal Review Process**

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

The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. As per NJAC 10:3.3(e)(8), The Department's best interest in this context, include, but are

not limited to, loss of funding, inability of the applicant to provide adequate services, indication of misrepresentation of information and/or noncompliance with State and Federal laws and regulations, any existing Department contracts, and procedures set forth in this subchapter. All applicants will be notified in writing of the Department's intent to award a contract.

### **3. Special Requirements**

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

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

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

All Applicants must submit a signed Notice of Standard Contract Requirements, Processes, and Policies as attached as **Exhibit C**.

All Applicants must submit a signed - N.J.S.A. 30:1-1.2a through 1.2c Attestation Form for Providers with DCF Contracts as attached as **Exhibit D**.

All Applicants must comply with the federal requirements of 2 CFR 200.317. See **posting on DCF website**.

All Applicants must submit a signed Certification on Non-Involvement Prohibited Activities in Russia or Belarus. See **posting on DCF website**

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

1. Applicants must comply with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
2. Keep client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. Recognize and understand that case information is mandated by N.J.S.A. 9:6-8.10a to be kept confidential and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person's level offence as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.

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

All Applicants are also advised that any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

**K. Appeals:**

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. Applicants may appeal by submitting a written request to:

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

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

**L. Post Award Review:**

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

Applicants may request a Post Award Review by contacting:  
[DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

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

## **M. Post Award Requirements:**

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

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

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

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies
3. Bonding Certificate
4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification
5. ACH-Credit Authorization for automatic deposit (for new agencies only)

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

## **Section II – Application Instructions**

### **A. Proposal Requirements and Review Criteria:**

Applicants must submit a narrative that addresses the following criteria below.

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



The narrative portion of the proposal should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right. There is a **30-page** limitation for the narrative portion of the proposal. The font shall be no smaller than 12 points in Arial or Times New Roman. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

A penalty of 5 points will be deducted for each missing document. If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive.

The narrative must be organized appropriately and address the key concepts outlined in the RFP. Annex B budget pages, and attachments do not count towards the narrative page limit.

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

**I. Organizational History and Capacity (15 Points)**

- 1) Describe the agency's history, mission and goals, and where appropriate, a record of accomplishments in working in collaboration with the Department of Children and Families and/or relevant projects with other state or federal governmental entities.
- 2) Describe the agency's background and experience in implementing the services described in the RFP.
- 3) Describe the agency's governance structure and its administrative, management. Note the existence of professional advisory boards that support the operations.
  - a. **Include a Governing Body List. (A "governing body" is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Chosen Freeholders of Responsible Governing Body. List must be dated and include the following: names, titles, emails, phone numbers, addresses, and terms for all members of Governing Body.) as part of the appendix.**
  - b. **Attach a current agency-wide organizational chart.**

- 4) Describe the organization's demonstrated commitment to cultural inclusivity and diversity. Explain how the provider's policies, materials, environment, recruitment, hiring, promotion, training and Board membership reflect the community or the intended recipients of the services you provide.
- 5) Describe how the organization will provide resources and services in a way that is trauma-informed and culturally sensitive/relevant.
  - a. **Include written policies that demonstrate commitment to trauma-informed services and cultural inclusivity.**

## **II. Need and Impact**

**(10 Points)**

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

- 1) Describes the nature and the scope of problem with relevant state and local level data as well as agency statistics.
- 2) Discusses the target population to be served and ensure this includes underserved populations. The applicant should include population size and demographics as well as any relevant statistics.
- 3) Summarize existing services in the geographic location, including identified gaps in services. Describe how your program will bridge identified gaps and overcome barriers to survivors, especially those from underserved communities.

## **III. Program Approach**

**(30 Points)**

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

- 1) A description of the services to be provided;
- 2) An explanation of how the services will be accessible and culturally- responsive;

- 3) A description of any service coordination, collaborative efforts or processes that will be used to provide the proposed services, or to increase services to underserved populations:
  - a. **Attach any affiliation agreements or Memoranda of Understanding).**
  - b. **Include no more than 2 Professional letter(s) of support from community organizations that you already partner with as part of the appendix. Letters from any New Jersey State employees are prohibited.**
- 4) Information on the accessibility of services, including the hours and days that services will be available to clients, and the geographic location(s) where services will be provided. Include also a description of any transportation options available to clients and wheelchair accessibility;
  - a. **Submit a description of program space as part of the appendix (include address).**
- 5) A description of client eligibility requirements, intake procedures, referral processes and client rejection/termination policies; and
- 6) A description of the process for maintaining confidentiality of client records.

#### **IV. Staffing and Personnel**

**(10 points)**

- 1) Indicate the number, qualifications and skills of all staff, consultants sub-grantees and/or volunteers who will perform the proposed service activities.
- 2) Describe how the proposed program will recruit and utilize volunteers.

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

- **job descriptions that include education, training, and experience;**
  - **a sample staff schedule for a month depicting staff shifts and hours; and**
  - **resumes/professional licenses of any existing staff who will perform the proposed services.**
- 3) DCF-DOW supports the Attorney General Standards for Providing Services to Victims of Sexual Assault, Third Edition, created for

sexual violence agencies. Those can be found here: <https://www.nj.gov/oag/newsreleases18/AG-SART-Standards.pdf>. 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.

Describe how the applicant agency's operations mirror or abide by the Attorney General Standards for Providing Services to Victims of Sexual Assault and the PCA-NJ Safe-Child Standards. .

- **Submit written policies implementing trauma informed practices and ensuring cultural inclusivity if available. Attach in the Appendices**

The PCA-NJ Safe-Child Standards are available at: <https://nj.gov/dcf/providers/notices/nonprofit/> and <https://www.nj.gov/dcf/SafeChildStandards.pdf>

#### **V. Program Implementation Schedule (10 Points)**

Applicants must have the ability to become fully operational within 60 days of contract execution. Fully operational is defined as having the ability to accept and start actively working with survivors seeking services.

- 1) Describe how the applicant organization shall commit to develop these requirements and have them available.
- 2) Provide a timeline for fully implementing the proposed services.
  - **Attach a separate Program Implementation Schedule as part of the Appendix.**
- 3) Provide as part of the narrative how your organization will execute the program implementation schedule.
  - **If available, attach letters of commitment of leasing a building or an option to purchase facilities as part of the Appendix.**

#### **VI. Outcome and Evaluation (5 Points)**

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

- **Attach Evaluation tools that will be used to determine the effectiveness of the program services, as part of the Appendix.**

**VII. Leveraging and Sustainability (5 Points)**

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

**VIII. Budget (15 Points)**

The Department will consider the cost efficiency of the proposed budget as it relates to the anticipated level of services (LOS). Therefore, applicants must clearly indicate how this funding will be used to meet the project goals and/or requirements. Provide a line item budget and narrative (as per Section II, A) for the proposed project/program.

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

The budget shall be reasonable and reflect the scope of responsibilities required to accomplish the goals of this project. The budget shall also reflect a 12-month operating schedule and must include, in separate columns, total funds needed for each line item, the funds requested in this grant, and funds secured from other sources. All costs associated with the completion of the project must be clearly delineated and the budget narrative must clearly articulate budget items, including a description of miscellaneous expenses or “other” items and in-kind contributions.

The grantee is expected to adhere to all applicable State cost principles.

Standard DCF Annex B (budget) forms are available at: <https://www.state.nj.us/dcf/providers/contracting/forms/> and a description of General and Administrative Costs are available at <https://www.nj.gov/dcf/providers/notices/requests/>

See *Standard Documents for RFPs* for forms.

**B. Supporting Documents:**

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

A penalty of 5 points will be deducted for each missing document. If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive.

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

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

<b>Part I: Proposal</b>	
1	<input type="checkbox"/> <b>Proposal Cover Sheet</b> – (signed and dated) Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a> Form: <a href="https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc">https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc</a>
2	<input type="checkbox"/> <b>Table of Contents</b> – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices.
3	<input type="checkbox"/> <b>Proposal Narrative</b> in following order <b>30 Page Limitation</b> I. Organizational History and Capacity II. Need and Impact III. Program Implementation IV. Staffing and Personnel V. Program Implementation Schedule VI. Outcome and Evaluation VII. Leveraging and Sustainability VIII. Budget
<b>Part II: Appendices</b>	

4	<input type="checkbox"/>	<b>Written policies implementing trauma informed practices and ensuring cultural inclusivity if available.</b> If not applicable, include a written statement.
5	<input type="checkbox"/>	<b>Governing Body List. (A “governing body” is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Freeholders of Responsible Governing Body).</b>  List must be Dated and include the following: a. Names b. Titles, c. Emails d. Phone Numbers e. Address <b>and</b> f. Terms
6	<input type="checkbox"/>	<b>Current Agency-Wide Organization Chart</b>
7	<input type="checkbox"/>	<b>Proposed Organizational Chart</b> for services required by this response - include agency name and date created
8	<input type="checkbox"/>	<b>Professional Licenses</b> related to job responsibilities for this response If not applicable, include a signed/dated written statement on agency letterhead
9	<input type="checkbox"/>	<b>Job Descriptions that include all educational and experiential requirements</b>
10	<input type="checkbox"/>	<b>Resumes of any existing staff who will perform the proposed services</b> (please <u>do not</u> provide home addresses or personal phone numbers)
11	<input type="checkbox"/>	<b>Brief narrative on Staffing Patterns</b>
12	<input type="checkbox"/>	<b>Description of program space (Include address)</b>
	<input type="checkbox"/>	<b>Letters of commitment of leasing a building or an option to purchase facilities, if available</b>
13	<input type="checkbox"/>	Applicable <b>MOU’S Consulting Contracts, Affiliation Agreements</b> related to this RFP. If not applicable, include a written statement
14	<input type="checkbox"/>	<b>2 Professional Letter(s) of Support</b> from community organizations that you already partner with. Letters from any New Jersey State employees are prohibited.
15	<input type="checkbox"/>	<b>Evaluation tools</b> that will be used to determine the effectiveness of the program services
16	<input type="checkbox"/>	<b>Exhibit C-Notice of Standard Contract Requirements, Processes, and Policies</b> (signed/dated)
17	<input type="checkbox"/>	<b>Exhibit D-N.J.S.A. 30:1-1.2a through 1.2c</b>

		<b>Attestation Form for Providers with DCF Contracts</b> (signed/dated)
18	<input type="checkbox"/>	<b>Attachment 2-Certification of Non-Involvement in Prohibited Activities in Russia or Belarus</b> (signed/dated)
19	<input type="checkbox"/>	<b>Proposed Program Implementation Schedule</b> or some other detailed weekly description of your action steps in preparing to provide the services of the RFP and to become fully operational within the time specified.
20	<input type="checkbox"/>	Proposed <b>Annex B Budget Form</b> documenting anticipated budget (include signed cover sheet) Annex B: <a href="https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls">https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls</a> Note: Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.
21	<input type="checkbox"/>	Agency's <b>Conflict of Interest policy</b>
22	<input type="checkbox"/>	<b>Copies of any audits (not financial audit) or reviews (including corrective action plans) completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other State entities within the last 2 years.</b> If applicable, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position.  Applicants are on notice that DCF may consider all materials in our records concerning audits, reviews or corrective active plans as part of the review process.
23	<input type="checkbox"/>	<b>Standard Language Document</b> (SLD) (signed/dated) [Rev. 7-2-19] Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc">https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc</a>
24	<input type="checkbox"/>	All applicants must have a Document showing <b>Unique Entity ID (SAM)</b> Number. Website: <a href="https://sam.gov/content/duns-uei">https://sam.gov/content/duns-uei</a>
25	<input type="checkbox"/>	<b>System for Award Management (SAM)</b> printout showing "active" status (free of charge) Website: Go to SAM by typing <a href="http://www.sam.gov">www.sam.gov</a> in your Internet browser address bar Helpline: 1-866-606-8220
26	<input type="checkbox"/>	<b>Business Associate Agreement/HIPAA</b> (signed/dated under Business Associate) [Version: Rev. 8-2019] Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx">https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx</a>
27	<input type="checkbox"/>	<b>Affirmative Action Certificate --or-- Renewal Application [AA302]</b> sent to Treasury



		<p>Note: The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Any agency previously contracted through DCF is required to submit an Affirmative Action Certificate.</p> <p>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a></p> <p>Form: <a href="https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf">https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf</a></p>
28	<input type="checkbox"/>	<p><b>Certificate of Incorporation</b></p> <p>Website: <a href="https://www.nj.gov/treasury/revenue/">https://www.nj.gov/treasury/revenue/</a></p>
29	<input type="checkbox"/>	<p><b>For Profit: NJ Business Registration</b> Certificate with the Division of Revenue. See instructions for applicability to your organization. If not applicable, include a signed/dated written statement on agency letterhead.</p> <p>Website: <a href="https://www.nj.gov/njbusiness/registration/">https://www.nj.gov/njbusiness/registration/</a></p>
30	<input type="checkbox"/>	<p><b>Agency By-laws or Management Operating Agreement if an LLC</b></p>
31	<input type="checkbox"/>	<p><b>Tax Exempt Organization Certificate (ST-5) -or- IRS Determination Letter 501(c)(3)</b></p> <p>If not applicable, include a signed/dated written statement on agency letterhead</p> <p>Website: <a href="https://www.nj.gov/treasury/taxation/exemptintro.shtml">https://www.nj.gov/treasury/taxation/exemptintro.shtml</a></p>
32	<input type="checkbox"/>	<p><b>Disclosure of Investigations and Other Actions Involving Bidder Form</b> (PDF) (signed/dated)</p> <p>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 3-15-19]</p> <p>Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf</a></p>
33	<input type="checkbox"/>	<p><b>Disclosure of Investment Activities in Iran</b> (PDF) (signed/dated)</p> <p>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 6-19-17]</p> <p>Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf</a></p>
34	<input type="checkbox"/>	<p><b>Source Disclosure Certification</b> Form [P.L. 2005, c 92-formerly Executive Order 129] (signed and dated)</p> <p>Website: <a href="http://www.state.nj.us/treasury/purchase/forms.shtml">http://www.state.nj.us/treasury/purchase/forms.shtml</a></p> <p>Form: <a href="http://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf">http://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf</a></p>
35	<input type="checkbox"/>	<p><b>For Profit: Ownership Disclosure Form</b> (PDF)</p>

		<p>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 6-8-18]</p> <p>Form: <a href="https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf">https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf</a></p> <p>The Owner Disclosure form must be completed by for-profit corporations, partnerships and limited liability companies. The failure of a for-profit corporation, partnership or limited liability company to complete and submit with the application shall result in rejection.</p>
36	<input type="checkbox"/>	<p><b>For Profit: Chapter 51/Executive Order 117</b> Vendor Certification --and-- Disclosure of Political Contributions (signed/dated) [Version: Rev 4/1/19]</p> <p>See instructions for applicability to your organization. If not applicable, include a signed/dated written statement on agency letterhead.</p> <p>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a></p> <p>Form: <a href="https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf">https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf</a></p>
37	<input type="checkbox"/>	<p>Certification Regarding <b>Debarment</b> (signed/dated)</p> <p>Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a></p> <p>Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf">https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf</a></p>
38	<input type="checkbox"/>	<p><b>Statement of Assurances</b> – (Signed and dated)</p> <p>Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a></p> <p>Form: <a href="https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc">https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc</a></p>
39	<input type="checkbox"/>	<p><b>Tax Forms:</b>  <b>Non Profit Form 990</b> Return of Organization Exempt from Income Tax <b>or</b>  <b>For Profit Form 1120</b> US Corporation Income Tax Return  <b>or-LLC Applicable Tax Form</b> and may delete or redact any SSN or personal information</p>

\* Standard forms for RFP's are available at:  
<https://www.nj.gov/dcf/providers/notices/requests/>

See *Standard Documents for RFPs* for forms.

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

\*\* Treasury required forms are available on the Department of the Treasury website at:  
<https://www.state.nj.us/treasury/purchase/forms.shtml>

Click on Vendor Information and then on Forms.

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

<https://www.nj.gov/dcf/providers/contracting/forms/> and [www.nj.gov/dcf/providers/contracting/manuals](https://www.nj.gov/dcf/providers/contracting/manuals)

### C. Requests for Information and Clarification:

#### Question and Answer:

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

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

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

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFP at:

<https://www.nj.gov/dcf/providers/notices/requests/>

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302 (electronically available at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

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

§ 10:2-1. Antidiscrimination provisions

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

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business

enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

## Exhibit C

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

### **I. Instructions:**

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

### **II. Organizations awarded contracts are required to comply with:**

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at:  
<https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at:  
<https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and statues, assurances, certifications, and regulations.
- D. the Equal Employment Opportunity (EEO) requirements of the State Affirmative Action Policy, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- E. the laws relating to Anti-Discrimination, including N.J.S.A 10:2-1, Discrimination in Employment on Public Works.
- F. the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., mandate to provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours



worked by employees categorized by gender, race, ethnicity, and job category using the report templates found at <https://nj.gov/labor/equalpay/equalpay.html>.

G. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:

1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
2. Maintenance of client specific and patient personal health information (PHI) and other sensitive and confidential information in accordance with all applicable New Jersey and Federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
3. Safeguarding of the confidentiality of case information as mandated by N.J.S.A 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil, or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
4. Ensuring the content of every contractor's web site protects the confidentiality of and avoids misinformation about the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.

H. the terms of Executive Order No. 291 (EO 291) issued March 7, 2022; and DCF Administrative Order 14 titled Limitations on Activity Involving Russia, Belarus, and Ukraine; prohibiting the use of DCF funds to knowingly procure goods or services from any entity owned by or closely tied to the governments of Russia or Belarus, their instrumentalities, or companies investing directly in the same. In addition, every entity contracting with the State must submit to DCF a copy of a signed certification that it is not engaged in prohibited activities in Russia or Belarus, as defined in L.2022, c.3 (S1889). The certification is available at: <https://www.nj.gov/dcf/providers/contracting/forms/>

I. the requirement of N.J.S.A. 52:34-15 to warrant, by signing this document, that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing

business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

### **III. Organizations awarded contracts are advised:**

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [Contract Closeout - CON-I-A-7-7.01.2007 \(nj.gov\)](#)
- B. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- F. As defined in, [NJ Rev Stat § 52:32-33.1 \(2015\)](#) contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- G. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for

contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>

- H. N.J.S.A. 9.6-8.10f requires the Department of Children and Families (DCF) to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- I. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained on the internet at: [https://www.nj.gov/dcf/policy\\_manuals/CON-I-A-8-8.03\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml)
- J. Contractors must have the ability to maintain the full operations census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- K. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- L. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- M. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through

the completion of any contract with the State of NJ, to renew expired forms filed the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

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

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

services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize “Youth Link”, the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.

- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.
  
- G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:
  - 1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1

(N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action Plan (CAP). Should the contractor not adhere to the terms of the CAP, DCF shall cancel or not renew the contract upon obtaining a replacement contractor to assume the contract or otherwise provide the services. An extension of the 90-day deadline shall be warranted if a labor organization seeks to represent a contractor's employees after the contract is renewed or entered into, but within the 90-day period following the effective date of the contract. The Commissioner of DCF may review any interested person's report of a failure by the contractor to adhere to these requirements and upon finding that a covered contractor failed to adhere to the requirements shall take corrective action which may include a CAP, financial recovery, and cost recoupment, and cancelling or declining to renew the contract. Should the covered contractor fail to engage in or complete corrective action, the Commissioner of DCF shall cancel or decline to renew the contract; and

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

- H. If the employees of a contractor or its subcontractor enter, work at, or provide services in any state agency location, then they are covered by Executive Order No. 271 (EO 271), which was signed and went into effect on October 20, 2021. A covered contractor must have a policy in

place: (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments. The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. EO 271 excludes financial assistance; contracts or sub-contracts whose value is less than the State bid Advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State of New Jersey; or contracts solely for the provision of goods.

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

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

**Signature:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Provider Agency:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Exhibit D**

**N.J.S.A. 30:1-1.2a through 1.2c Attestation Form for Providers with DCF Contracts**

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

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

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

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

**A. An attestation:**

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

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

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

**B. An attestation:**

\_\_\_\_\_ signed by a labor organization to the Department of Children and Families no later than 90 days after the date of notice stating that we have entered into:

(1) a labor harmony agreement with the labor organization; or

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

**C. A COVID-19 health and safety commitment:**

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency



declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner’s Guidance for Contracted Providers published on the DCF website at:

[https://www.nj.gov/dcf/coronavirus\\_contractedproviders.html](https://www.nj.gov/dcf/coronavirus_contractedproviders.html)

The Commissioner’s Guidance has been amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider’s employees or service recipients.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Organization Name:** \_\_\_\_\_