



STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES  
REQUEST FOR LETTERS OF INTEREST

## **Recovery High Schools**

**May 6, 2026**

Valerie L. Mielke, Deputy Commissioner of Health Services

Division of Mental Health and Addiction Services

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## **I. Purpose and Intent**

The State of New Jersey Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS) is issuing a Request for Letters of Interest (RLI) to fully accredited State of New Jersey Recovery High Schools. Funds provided via this RLI award are intended to enhance recovery outcomes for its students by expanding intensive, varied recovery supports beyond traditional school hours and during the summer. While funds are not permitted for capital improvements such as building expansions or add-ons, there are many opportunities to supplement the school's recovery work in terms of scope and variety.

Total funding of \$300,000 is anticipated to be available for the initial year of this program through September 29, 2026 and total funding of \$150,000 for the second year of the program subject to the availability of federal funding. DMHAS anticipates making up to three (3) awards for a combined total ceiling amount of \$300,000 (\$100,000 per school). The contract may be renewed annually under existing terms for up to one (1) one-year extension at DMHAS' sole discretion and with the agreement of the successful bidder. Actual funding levels will depend on the availability of funds and satisfactory performance. Funding is contingent upon federal appropriation.

This initiative is funded under the federal Notice of Award to the New Jersey Department of Human Services, from the Substance Abuse and Mental Health Services Administration ("SAMHSA"), Center for Substance Abuse Treatment dated September 20, 2025 for the New Jersey State Opioid Response (NJ SOR). The SAMHSA funding bearing the unique Federal Award Identification Number H79TI087774, Assistance Listing Number 93.788 is not for research and development.

### **The purpose of the Program is to:**

The purpose of this RLI is to support the needs of New Jersey's three (3) Recovery High Schools by providing essential goods, services, and human resources tailored to their unique campuses and varying requirements. Depending on the approved proposals, allowable costs that may be requested include:

- a. Experiential and recreational activities for students;
- b. Time, travel, and materials for recruiting at local high schools;
- c. Clinical services for substance use disorder (SUD) and SUD with co-occurring disorders;
- d. Motivational speakers;
- e. Materials and supplies for vocational programs or core curriculum classes;
- f. Expenses related to job training or career guidance;
- g. Information about post-secondary educational opportunities; and
- h. Food and refreshments for student activities (limited to \$10 per person per day).

Each Recovery High School may have different needs, and the funding will be allocated accordingly to address these specific requirements. As noted above, capital improvement costs will not be considered for funding.

### **Recovery School Programs will:**

1. Maintain required Department of Education and New Jersey High School accreditations. Each applicant must provide assurances that the Recovery High School courses and program

components are aligned with the New Jersey Student Learning Standards and prepare students to meet New Jersey's graduation requirements in accordance with New Jersey Administrative Code, Title 6A, Chapter 8 (N.J.A.C. 6A:8).

2. Commit to accepting students from surrounding communities and counties.
3. Demonstrate that the appropriate partnerships are in place with addiction and recovery services in the community where the program is located, and in the communities where students reside so that students and their families are supported beyond the traditional school hours.
4. Engage in collaborative activities with other Recovery High School Programs to maximize student success and family engagement.
5. Obtain any needed licenses or approvals as required for the project.
6. Provide a calendar of implementation to supplement the project plan. Program must be implemented within three (3) months of contract start.
7. Submit a one-year budget with proposal.
8. Submit invoices for payment to DMHAS quarterly. Invoices with paid receipts or cancelled checks or check number/payment date attached, for all budgetary and non-budgetary costs (excepting salaried costs) not derived from any formula and exceeding \$1000. Shall provide DMHAS with any other documentation required by DMHAS to verify any amount(s) claimed due and owing.
9. Participate with DMHAS in quarterly meetings and share updates regarding program implementation.
10. Submit quarterly reports describing progress related to program deliverables.
11. Agree to comply with all applicable federal, State and local laws, rules and regulations.
12. Comply with any and all federal SAMHSA NJ SOR grant requirements.
13. Comply with DMHAS annual site monitoring visits.
14. Meet annual program specific deliverable requirements.

**DMHAS will:**

1. Provide an awarded Recovery School up to \$100,000 for Year 1 to enhance services such as expanding intensive recovery supports during the school year as well as after the school day and during the summer via approved initiatives as outlined above. Payment is made on a reimbursement basis after receipt and verification on the invoice submitted by the Recovery High School. Payment is expressly dependent upon the availability of funds appropriated from Federal grants. A failure by DMHAS to make any payment under the contract as a result of non-receipt of federal funding shall not constitute a breach of the Agreement by DMHAS or

default thereunder and DMHAS shall not be held financially liable.

2. Monitor Recovery School progress towards the implementation of the project with monthly communications.
3. Work with Recovery School programs to support efforts.
4. Conduct routine formal and informal progress reviews.
5. Conduct an annual grant site visit, to review all grant related activities done within a grant year.
6. Review quarterly reports and meet quarterly with providers to provide necessary feedbacks.
7. Provide technical assistance (TA), and will provide budgetary oversight to program teams in collaboration with DMHAS contract unit.

## II. RLI Timeline

The RLI timeline is anticipated as follows:

May 6, 2026	Release of RLI
May 13, 2026	Questions on RLI due no later than 4:00 pm ET
May 27, 2026	Deadline to submit written intent to apply - no later than 4:00 p.m. ET
June 3, 2026	Deadline for receipt of Letters of Interest (LOIs) due no later than 4:00 ET
TBD	Announcement of awards
TBD	Appeal deadline
TBD	Program start date

Bidders are responsible for monitoring the DHS website<sup>1</sup> for updates to the RLI.

## III. Background

DHS and DMHAS are committed to Recovery High Schools. Currently, New Jersey has the following three Recovery High Schools. The Recovery High Schools are located in Cape May, Union, and Monmouth counties.

1. Coastal Preparatory High School (Wildwood, Cape May), opened in 2019
2. K.E.Y.S. Recovery High School (Long Branch, Monmouth County), opened in 2018
3. The Raymond J. Lesniak Recovery High School (Roselle, Union County), opened in 2014

Recovery High School alternative education program means “an alternative education program that serves students diagnosed with substance use disorder as defined by the most recent Diagnostic and Statistical Manual of Mental Disorders, and that provides a comprehensive four-year high school education in an alternative public-school setting and a structured plan of recovery that is aligned with the national framework of evidence-based practices for recovery high schools. (N.J.S.A 18A:35-30). Recovery high schools facilitate a smooth transition from treatment to innovative, safe, and supportive

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<sup>1</sup> <https://www.nj.gov/humanservices/notices/grants/proposals/>

academic environments, where the goal is to prevent relapse and prepare students to graduate and achieve success post high school.

Recovery High Schools are secondary schools designed specifically for students in recovery from substance use disorder (SUD) or SUD with a co-occurring mental illness. Although each school operates differently depending on the availability of community resources and State of New Jersey standards, each Recovery High School shares the following goals.

1. The primary purpose of a Recovery High School is to educate and support students in recovery from SUD or SUD with a co-occurring mental illness.
2. Meet State of New Jersey requirements for awarding a Secondary School Diploma. Recovery High Schools offer credits leading to a State of New Jersey-recognized High School Diploma.
3. Intent that all students enrolled be in recovery and working a program of recovery from substance use or co-occurring disorders as determined by the student and the Recovery School.
4. All students work an abstinence-focused program of recovery as agreed upon by the student and the school.

High schools specifically designed for students recovering from a SUD began operating in the United States in 1987, with the opening of Sobriety High in Minnesota. According to the Association of Recovery Schools (ARS), this continuing care model has grown to include 42 high schools in 20 states.

The staff of a Recovery High School includes administrative staff, teachers, substance misuse counselors, and mental health professionals who each play a critical role in supporting their students. Additionally, Recovery High Schools provide support for families learning how to understand and provide support for their adolescents entering recovery. One study found that virtually all youth returning to their previous school reported being offered drugs on their first day back in school.<sup>1</sup> For many adolescents, schools not only represent the environment of previous use and contact with pretreatment friends who use, but the emotional turmoil involved with life transitions.<sup>2</sup>

Funding to each or all NJ recovery schools will be made available to enhance services such as developing more intensive and varied recovery supports after the school day and during the summer.

#### **IV. Funding Availability**

Up to \$100,000 each will be awarded to each of the three (3) Recovery High Schools selected for funding subject to the availability of federal funding for a total of \$300,000 for the first year of the program.

#### **V. General Contracting Information**

Bidders must meet the terms and conditions of the DHS contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual. These documents are available on the [DHS website](#)<sup>2</sup>.

Bidders are required to comply with the Affirmative Action Requirements of Public Law 1975, c. 124

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<sup>2</sup> <https://www.nj.gov/humanservices/olra/contracting/policy/>

(N.J.A.C. 17:27) and the requirements of the Americans with Disabilities Act of 1991 (P.L. 101-336).

Budgets should accurately reflect the scope of responsibilities in order to accomplish the goals of this project.

All bidders will be notified in writing of DHS' intent to award a contract.

The contract awarded as a result of this RLI is anticipated to have a term through September 29, 2026. The contract may be renewable for up to one (1) additional one-year term, at DMHAS' sole discretion, with the agreement of the successful bidder. Funds may be used only to support services that are specific to this award; hence, this funding may not be used to supplant or duplicate existing funding streams. Actual funding levels will depend on the availability of funds and satisfactory performance.

Should the provision of services be delayed through no fault of the successful bidder, funding continuation will be considered on a case-by-case basis dependent upon the circumstances creating the delay. In no case shall the DMHAS continue funding when service commencement commitments are not met, and in no case shall funding be provided for a period of non-service provision in excess of three (3) months. In the event that the timeframe will be longer than three (3) months, DMHAS must be notified so the circumstances resulting in the anticipated delay may be reviewed and addressed. Should services not be rendered, funds provided pursuant to this agreement shall be returned to DMHAS.

### **Confidentiality/Commitment to Defend and Indemnify**

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, proposals can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

Bidder should submit a completed and signed Commitment to Defend and Indemnify Form (Attachment H) with the proposal. In the event that Bidder does not submit the Commitment to Defend and Indemnify Form with the proposal, DHS reserves the right to request that the Bidder submit the form after proposal submission.

After the opening of the proposals, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

As part of its proposal, a Bidder may request that portions of the proposal be exempt from public disclosure under OPRA and/or the common law. Bidder must provide a detailed statement clearly identifying those sections of the proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. DHS will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire proposal as proprietary and/or confidential, and/or to claim copyright protection for its entire proposal. If DHS does not agree with a Bidder's designation of proprietary and/or confidential information, DHS will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

DHS reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that DHS determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the DHS' determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. DHS assumes no such responsibility or liability.

In order not to delay consideration of the proposal or DHS' response to a request for documents, DHS requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in DHS' correspondence regarding confidentiality. If no response is received by the designated date and time, DHS will be permitted to release a copy of the proposal with DHS making the determination regarding what may be proprietary or confidential.

## **VI. Written Intent to Apply and Questions**

Submit an intent to apply to [SUD.upload@dhs.nj.gov](mailto:SUD.upload@dhs.nj.gov) no later than 4:00 p.m. ET on May 27, 2026 indicating their school's intent to submit a letter of interest. Submitting a notice of intent to apply does not obligate a school to apply.

Any questions regarding this RLI should be directed via email to [SUD.upload@dhs.nj.gov](mailto:SUD.upload@dhs.nj.gov) no later than 4:00 p.m. ET on May 13, 2026. All questions and responses will be compiled and emailed to the three Recovery High Schools. Bidders are guided to rely upon the information in this RLI and the responses to questions submitted by email to develop their letters of interest. Specific guidance, however, will not be provided to individual bidders at any time.

## **VII. LOI Requirements**

Responsive LOIs will be scored according to the pre-established point values and standards that are outlined in this RLI. The maximum number of points an LOI can receive is 100.

DMHAS reserves the right to reject any and all LOIs when circumstances indicate that it is in its best interest to do so. DMHAS' best interests in this context include, but are not limited to, loss of funding, inability of the bidder(s) to provide adequate services, an indication of misrepresentation of information and/or non-compliance with State and federal laws and regulations, existing DHS contracts, and procedures set forth in Policy Circular P1.04.

All New Jersey-based Recovery Schools are eligible to respond to this RLI.

LOIs must indicate the amount of money requested to support the Recovery School.

LOIs must certify that the Recovery School will fully meet accreditation requirements New Jersey Administrative Code, Title 6A, Chapter 8 (N.J.A.C. 6A:8) and N.J.S.A 18A:35-30.

### **Required LOI Content**

➤ Funding LOI Cover Sheet (RLI Attachment A)

➤ Program Narrative

The narrative should be no more than three (3) pages, be single-spaced with one (1”) inch margins, normal character spacing that is not condensed, and not be in smaller than twelve (12) point Arial, Courier New or Times New Roman font. For example, if the bidder's narrative starts on page 3 and ends on page 6, it is 4 pages long, not 3 pages. DMHAS will not consider any information submitted beyond the page limit for evaluation purposes. The budget, budget notes and attachments (appendix items) do not count towards the narrative page limit.

The narrative must describe each topic in the following order:

**1. Program Description (40 points)**

- a) Provide a statement that assures that the Recovery High School courses and program components are aligned with the New Jersey Student Learning Standards and prepare students to meet New Jersey’s graduation requirements in accordance with New Jersey Administrative Code, Title 6A, Chapter 8 (N.J.A.C. 6A:8).
- b) Describe the recovery high school academic and treatment program. Include information regarding the courses offered, instructional strategies, career preparation opportunities, how progress is measured, and transition and recovery services.
- c) Explain why your Recovery School is applying for the grant.
- d) Explain how the Recovery School students will benefit from the grant funding.

**2. Partnerships (15 points)**

- a) Describe partnerships with sending districts, community addiction and recovery service agencies, and the nature of services provided through these partnerships.

**3. Budget (30 points)**

- a) Describe how the funding will be used.
- b) Submit a detailed budget using the Excel budget template accompanying this RLI. Budget notes on Excel template should detail and explain each cost. Bidders should refer to Instructions for Excel Budget Template (RLI Attachment B) for a clear understanding of how to work within the template file. *Excel budget does not count toward 3-page narrative limit.*

**4. Timeline (15 points)**

- a) Describe how the Recovery School will implement its initiatives within the required timeline of three months from contract start.

➤ **Required Attachments**

Please note that if Required Attachments #1 through #7 are not submitted and complete, the LOI will not be considered. Required attachments do not count toward 3-page narrative limit.

1. RLI Cover Sheet (RLI Attachment A);
2. Department of Human Services Statement of Assurances (RLI Attachment C);
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (RLI Attachment D);

4. [Disclosure of Investment in Iran](#)<sup>3</sup>;
5. [Certificate of Non-Involvement in Prohibited Activities in Russia and Belarus](#)<sup>4</sup>;
6. Statement of [Bidder/Vendor Ownership Disclosure](#)<sup>5</sup>;
7. Disclosure of Investigations and Other Actions Involving Bidder<sup>6</sup>;
8. Audited financial statements and Single Audits (A133), prepared for the two (2) most recent fiscal years; and
9. Commitment to Defend and Indemnify Form (Attachment F).

## **VIII. LOI Submission Instructions**

DMHAS assumes no responsibility and bears no liability for costs incurred in the preparation and submittal of the LOI.

DMHAS will select Recovery High Schools based on the responses to the information outlined in Section VII of this RLI.

LOI must be emailed no later than 4:00 p.m. ET on June 3, 2026 to [SUD.upload@dhs.nj.gov](mailto:SUD.upload@dhs.nj.gov). LOIs should be submitted in the following three files:

1. PDF file of entire LOI consisting of LOI over sheet, 3-page narrative, required attachments and Excel budget with notes. Label file with the following title: Name of School- Recovery High Schools LOI.
2. Excel file of budget using the DMHAS Excel budget template. Label file with the following title: Name of School- Recovery High Schools Budget.
3. PDF file of audited financial statements and Single Audits (A133), prepared for the two (2) most recent fiscal years. Label file with the following title: Name of School- Recovery High Schools Audit.

DMHAS will notify all respondents of DMHAS' intent to award a contract.

## **IX. Appeal of Award Decisions**

All appeals must be made in writing by 4:00 p.m. ET on Date to Be Determined, by emailing it to [SUD.upload@dhs.nj.gov](mailto:SUD.upload@dhs.nj.gov) (subject line must include "Appeal and Recovery High School") and/or mailing or faxing it to<sup>7</sup>:

Department of Human Services  
Division of Mental Health and Addiction Services Office of the Assistant Commissioner  
PO Box 362  
Trenton, NJ 08625-0362  
Fax: 609-341-2302

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<sup>3</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>4</sup> <https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

<sup>5</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>6</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>7</sup> <https://nj.gov/humanservices/dmhas/notices/bulletins/administrative/>

The written appeal must clearly set forth the basis for the appeal. Any appeals sent to an email/address/fax number not mentioned above, will not be considered.

Please note that all costs incurred in connection with appeals of DMHAS decisions are considered unallowable cost for the purpose of DMHAS contract funding. DMHAS will review all appeals and render a final decision. Contract award(s) will not be considered final until all timely filed appeals have been reviewed and final decisions rendered.

## **X. Attachments**

Attachment A – LOI Cover Sheet

Attachment B – Addendum to RFP for Social Service and Training Contracts

Attachment C – Statement of Assurances

Attachment D – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

Attachment E – Instructions for Excel Budget Template

Attachment F – Commitment to Defend and Indemnify Form

**STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES  
Division of Mental Health and Addiction Services**

**Name of RLI: Recovery High Schools**

Incorporated Name of Recovery School Program: \_\_\_\_\_

Type: Public \_\_\_\_\_ Profit \_\_\_\_\_ Non-Profit \_\_\_\_\_

FEIN: \_\_\_\_\_ \*UEI: \_\_\_\_\_

Current Enrollment Number: \_\_\_\_\_ Grade Levels Served: \_\_\_\_\_

Counties Serviced by the Recovery School: \_\_\_\_\_  
\_\_\_\_\_

Address of Recovery School: \_\_\_\_\_  
\_\_\_\_\_

Program Administrator Name and Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Agency Contact Person Name and Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorization: Program Administrator (printed name): \_\_\_\_\_

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

**NOTE:** In order to contract with the State of New Jersey, all providers applying for contracts, or responding to Request for Proposals (RFPs), *MUST* be pre-registered with the online eProcurement system known as NJSTART. You may register your organization by proceeding to the following web site: <https://www.nj.gov/treasury/purchase/vendor.shtml> or via telephone: (609) 341-3500.

\*If project funding includes federal funds, no entity may receive a subaward from DMHAS unless the entity has provided its unique entity identifier to DMHAS and DMHAS may not make a subaward to an entity unless the entity has provided its unique entity identifier to DMHAS.

## **Attachment B – Addendum to RFP for Social Service and Training Contracts**

### **STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES**

#### **ADDENDUM TO REQUEST FOR PROPOSAL FOR SOCIAL SERVICE AND TRAINING CONTRACTS**

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.

As used in this document, "provider agency" or "provider" means any person, firm, corporation, or other entity or representative or employee thereof that offers or proposes to provide goods or services to or performs any contract for the Department of Human Services.

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

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

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

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

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

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

## Attachment C – Statement of Assurances

### Department of Human Services Statement of Assurances

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

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non-Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Human Services, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DHS will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 C.F.R. Part 100) which prohibits discrimination based on race, color or national origin; 2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 C.F.R. Part 104), which prohibits discrimination based on handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; 3) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 C.F.R. part 90), which prohibits discrimination on the basis of age; 4) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5) federal Equal Employment Opportunities Act; and 6) Affirmative Action Requirements of PL 1975 c. 127 (N.J.A.C. 17:27).
- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 C.F.R. 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq. and all regulations pertaining thereto.

- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.
- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Executive Order 34 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. The applicant will have signed certifications on file for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

\_\_\_\_\_  
Applicant Organization

\_\_\_\_\_  
Signature: CEO or equivalent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

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**Attachment D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION. THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 C.F.R. Part 98, Section 98.510.

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Attachment E - Instructions for Excel Budget Template

The Excel template, posted with the RLI, contains a template spreadsheet. Please open the respective template file tab and read the below guidance at the same time. This will allow for a clear understanding of how to work within the template file.

1. In the turquoise section, you will enter the proposed costs for this RLI. This should include all information from budget categories A-F, G/A, as well as *your number of consumers to serve*. FTE's in Category A are to be broken down between direct care, administration, and support. FTE's will not appear until three cells are completed: hours worked per employee on contract (column C), hours worked per employee per week (column D), and the amount of salary (column H) respectively. Category B is to be broken down between medical/clinical consultants, and non- medical/clinical consultants.
2. There is also a One-Time budget section at the bottom in the turquoise section for your use. Onetimes are shown separately, but included in Total Gross Costs right after Gross Costs.
3. Please use the ***“Explanatory Budget Notes”*** column to help support anything that you feel needs to be explained in written word for evaluators to understand your intent regarding any cost/volume data populated in your template submission. Please provide notes, as well as, calculations that support any and all offsetting revenue streams. If you double up expenses on one budget line, please provide the individual expense details in the budget notes. Many cells are protected, but you can expand rows to give more room in the notes column should you need it.
6. General and Administrative Costs should be recorded in the template per the instructions in the RLI. That is, only additional G&A associated with this proposal should be included, not your normal G&A rate.
7. Make sure to remember to place your Agency Name and Region or County in the subject line when you send your template in *Excel* format.

**SAVE ALL YOUR WORK, REVIEW AND PREPARE TO SEND IN EXCEL FORMAT**

**Attachment F – Commitment to Defend and Indemnify Form**

**Department of Human Services  
Commitment to Defend and Indemnify Form**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (“Company”) agree that the Company will defend, and cooperate in the defense of, any action against the State of New Jersey (“State”) or the New Jersey Department of Human Services (“DHS”) arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State of New Jersey and DHS, and relating to the Request for Quotations for the Employment Authorization Assistance Program (“RFQ”), which may become the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”). The Company agrees to indemnify and hold harmless the State and DHS against any judgments, costs, or attorney’s fees assessed against the State of New Jersey or DHS in connection with any action arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State and DHS, and relating to the RFP, which may become the subject of a request for government records under OPRA.

The Company makes the foregoing agreement with the understanding that the State and DHS may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of any action against the State arising from or related to the above-described non-disclosure due to the Company’s request.

I further certify that I am legally authorized to make this commitment and thus commit the Company to said defense.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Entity Represented

\_\_\_\_\_  
Date

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<sup>1</sup> Spear, S., & Skala, S. (1995). *Post-treatment environments and adolescent relapse*.

<sup>2</sup> Isakson K, Jarvis P. The adjustment of adolescents during the transition into high school: A short-term longitudinal study. *Journal of Youth and Adolescence*. 1999;28(1):1–26