



STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF NEW AMERICANS

REQUEST FOR PROPOSALS

**Building Capacity in Refugee Health Services for  
Federal Fiscal Year 2025**

October 2, 2024

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Office of New Americans

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## I. Purpose and Intent

Federal funding is available to eligible healthcare centers and clinics, including Federally Qualified Health Centers (FQHCs), operating in New Jersey to conduct Domestic Medical Screenings (DMS) for refugees and other Office of Refugee Resettlement (ORR) eligible populations, designated by the federal government, arriving to the State of New Jersey. New Jersey Department of Human Services (DHS), Office of New Americans (ONA) is seeking healthcare centers with the capability to serve ORR-eligible populations in Atlantic, Camden, Cumberland, Essex, Gloucester, Mercer, Middlesex, Monmouth, Ocean or Union counties, or any combination thereof, with a strong community presence and experience in providing culturally competent health care services to refugee, immigrant and limited to non-English-speaking populations. Centers are not required to have locations in each county, but preference will be given to those that can supply services within multiple counties. Selected healthcare centers will provide DMS services for refugees and other ORR-eligible populations within 30 days, but no later than 90 days, of their arrival to the United States or onset of eligibility.

ONA anticipates making multiple awards to healthcare centers to each serve at least 75 and up to 600 clients with budgets ranging from \$35,000 to \$275,000 per healthcare center contract, per calendar year in Atlantic, Camden, Cumberland, Essex, Gloucester, Mercer, Middlesex, Monmouth, Ocean, or Union counties, or any combination thereof, to provide DMS services to help fill the need in these counties. Healthcare centers will submit a proposed capacity of at least 75 and no more than 600 clients to be screened each year, with contract terms of three years, with the potential for two one-year extensions. Actual numbers served will depend on the flow of refugee arrivals to New Jersey and their location of resettlement within the state. Arrivals can fluctuate and no guarantee of serving the full number of proposed clients can be made.

Funding must be used for costs associated with the administration of the DMS, including clinical and administrative personnel, for expenses incurred above what is reimbursed by Medicaid. All costs will be funded through fee for service and cost reimbursement as applicable through the contract award to provide the full services described in the Scope of Work section of this RFP. All funding is subject to Federal and/or State appropriations.

The following summarizes the **anticipated** RFP schedule:

October 2, 2024	Notice of Funding Availability
October 17, 2024	Prospective Bidder Presentation
November 1, 2024	Questions on RFP are due no later than 11:59 p.m. ET
January 6, 2025	Deadline for receipt of proposals - no later than 11:59 p.m. ET
TBD	Preliminary Award Announcement
TBD	Appeal Deadline
TBD	Final Award Announcement

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

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<sup>1</sup> <https://www.nj.gov/humanservices/providers/grants/rfprfi/>

## **II. Background and Population to be Served**

### **Background:**

The State of New Jersey's Refugee Resettlement Program serves refugees, asylees, Cuban and Haitian entrants, and other eligible humanitarian populations resettling in New Jersey by providing assistance such as DMS, employment services, English language training and other social services. ONA works in partnership with local federally designated Resettlement Agencies (RAs) to ensure access to resources and services for new arrivals. For federal fiscal year 2024, as of July 2024, the top countries of origin of individuals receiving a DMS were Afghanistan, Haiti, Venezuela, Guatemala, Syria, El Salvador, Nicaragua, Colombia, and Cuba.

Health plays a critical role in successful refugee resettlement and health outcomes. ONA implements the State Refugee Health Program and ensures refugee populations have access to a complete DMS. Eligibility for the Refugee Health Program and DMS is mainly determined and facilitated by the local RAs through referrals and, when necessary, with the support and guidance from ONA.

### **Population to be served:**

The Refugee Health Program serves refugees and others who often have limited or no English proficiency and have often undergone extreme and/or ongoing trauma. The DMS must be administered by providers in a culturally competent manner, incorporating trauma-informed care principles, and must include consistent and effective language interpretation and translation whenever necessary.

Healthcare centers administering the DMS through the Refugee Health Program are required to:

- Provide the Domestic Medical Screening in full according to the Centers for Disease Control and Prevention's (CDC) guidelines, which includes these key components:
  - Identifying health conditions that threaten their well-being,
  - Following-up and providing referrals on medical issues identified in the overseas or DMS,
  - Identifying persons with communicable diseases of potential public health significance or risk, and
  - Performing a comprehensive physical, labs, and other screenings
  - Referring clients to primary care providers or specialists within or outside of the healthcare center for ongoing health care.

Populations eligible for Domestic Medical Screenings are:

- Refugees\*
- Asylees
- Cuban and Haitian Entrants
- Special Immigrant Visas (SIVs)\*

- Amerasians
- Certified Victims of Human Trafficking
- Afghan Humanitarian Parolees
- Ukrainian Humanitarian Parolees
- Cuban and Haitian Sponsor-Based Parolees

*\* Refugees and SIVs arriving through the US Refugee Admissions Program are required to have a DMS – the other listed statuses are eligible and encouraged to take advantage of this service.*

### **III. Who Can Apply?**

Healthcare centers must demonstrate that they have the staffing and capacity to perform the tasks within the Scope of Work in their proposal submission. Proposals must also outline the number of clients and regions served by the healthcare center annually. Healthcare centers must demonstrate adequate language interpretation accessibility, outlining existing language capacity within their clinic including in-person, telephonic, or video services.

Participating Healthcare centers will be subject to biannual/as-needed site and monitoring visits from program staff from ONA.

Healthcare centers shall be available to begin the onboarding process with ONA when the contracts are finalized and begin providing DMS services no later than 60 days after agreements are finalized, exact timeline to be determined.

To be eligible for consideration, healthcare centers shall satisfy the following requirements:

- The healthcare center can include but not be limited to Federally Qualified Health Centers, Local Health Departments, and other community healthcare centers or clinics;
- The healthcare center must have the technological resources needed to access the state and federal databases and reporting systems, and all technology to perform other duties, web access, e-mail, equipment, and technology for remote meetings (i.e. over Zoom or Teams);
- The healthcare center will sustain the provision of physical exams, vaccinations, and laboratory work through Medicaid, child vaccination funding, or other public health funding; healthcare center cannot require self-pay for clients eligible for the Refugee Health Program outside of any co-pays that may be related to Health insurance coverage;
- The healthcare center must have a current license as an ambulatory care facility issued by the Department of Health, and/or be an approved Medicaid provider with a valid Medicaid number issued by the Department of Human Services;
- The healthcare center must have a strong presence in the community, providing care in a clinic setting;

- The healthcare center must have experience providing culturally competent health care services to refugee, immigrants, and limited-to-no English-speaking populations;
- The healthcare center must have the ability to provide or facilitate access/referral to physical exams, vaccinations, and laboratory testing;
- The healthcare center shall have at least one location in Atlantic, Camden, Cumberland, Essex, Gloucester, Mercer, Middlesex, Monmouth, Ocean or Union Counties;
- The healthcare center must meet all other requirements outlined in the Scope of Work.
- The healthcare center must be in good standing with DHS if it has an existing grant or contract in place. If applicable, the Provider must have all outstanding Plans of Correction for deficiencies submitted to DHS for approval prior to submission;
- The healthcare center must be fiscally viable based upon an assessment of the provider's audited financial statements. If a provider is determined, in DHS' sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, DHS will deem the proposal ineligible for contract award; and
- The healthcare center must not appear on the State of New Jersey Consolidated Debarment Report at <http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml> or be suspended or debarred by any other State or Federal entity from receiving funds.

#### **IV. Contract Scope of Work**

Refugees and other ORR-eligible populations can complete a DMS, consisting of two appointments, within 30 and no later than 90 days of arrival in New Jersey or onset of program eligibility, as stated in the cooperative agreement between the local resettlement agencies and the Federal Department of State, Bureau of Population, Refugees, and Migration (PRM), and as outlined by ORR regulations. ONA, through partnerships with healthcare centers, administers the DMS per CDC guidelines and requirements of the Refugee Health Program. In New Jersey, ORR-eligible populations are also Medicaid-eligible. ONA through this RFP, provides funding for the costs associated with the administration of the DMS components and administrative needs not covered by NJ's Medicaid program, NJ FamilyCare (NJFC). Any follow-up care after the DMS is complete can be provided by the contracted healthcare center, but would be covered by NJFC only.

Selected healthcare centers shall:

- Provide DMS to all eligible patients referred to their healthcare center within 30-90 days of their arrival to the United States or onset of eligibility, per the [CDC DMS](#) guidelines, inclusive of the following:
  - Prior Medical History

- Tuberculosis Screening
  - Vaccination History and Completion
  - Lead screening for Children 6 months-16 years and other advised patients
  - Comprehensive Blood Test Panel
  - Intestinal Parasitic and Malaria Presumptive Treatment or Screening (if indicated)
  - Mental Health Screening
  - Dental Screening
  - Visual and Auditory Screenings
  - Referral to primary care
  - Initial referral to ongoing and/or urgent care for chronic or emergent conditions
- Maintain up to date knowledge of the [CDC DMS](#) guidelines and incorporate new guidelines in a timely manner
  - Collect patient history and documentation, and enter all DMS data and other relevant patient files into the state data systems within a specified timeframe
  - Provide case coordination in support of completion of the clinical requirements of the DMS for patients who need additional support in navigating Refugee Health Program services:
    - Establish and ensure accessible communication methods that are culturally and linguistically appropriate and adequate for patient registration, onboarding, clinical appointments, and any follow-up interactions.
    - When appropriate, and as needed, evaluate DMS eligibility
    - Provide applicable patient referrals to other refugee services and supports
    - Establish patient communication systems to provide appointment access, reminders and patient supports for individuals served under this program. These types of communications may include text messaging, telephone calls, online portal, etc.
  - Provide adequate and consistent language interpretation for all portions of the exam and services, when necessary, through consistent free of cost (to the patient) language interpretation.
    - At minimum, language interpretation should be a reliable culturally competent telephonic service with the major target languages readily available (Currently: Arabic, Dari, Spanish, French, Haitian Creole, Pashto, Russian, Swahili, and Ukrainian), with protocols in place to access other client languages as needed. Language interpretation must be available for all of the appointment, including registration, on a consistent basis. Patients cannot be asked to bring their own interpreters, nor can case managers be relied on to facilitate interpretation.
  - Through ONA's Refugee Health Tracking System, submit data in real-time whenever possible on DMS appointment requests and scheduling, or within maximum one week of the activity; and update all DMS clinical and completion details within maximum one week of activity.

- Submit quarterly financial reporting of appointments provided and additional allowable costs incurred
- Attend biweekly, quarterly and other meetings as requested
- Attend ongoing training on refugee populations, cultural competency, and best practices, as needed
- Provide culturally competent, trauma-informed care to all eligible patients

***Note: Preference will be given to healthcare centers that include coordination and provision of transportation to and from the DMS screenings. Program Funding may be used to cover these costs.***

### **Program Deliverables and Reporting Requirements:**

Selected healthcare centers shall adhere to the following program deliverables in order to ensure the adequate provision of services and compliance in the administration of the Refugee Health Program. All specified timelines shall be adhered to for timely reimbursement for Refugee Health Program contracts and in order to remain in good standing with ONA.

### ***Program Engagement***

Selected healthcare centers shall:

- **Provide to ONA a list of facility administration and staff** who will be working directly with the ONA Refugee Health Program in the following areas: Contracts, Financial/Budget, Program Coordination, Reporting, Meetings Attendance and Clinical Providers. Updates on staff changes must be provided to ONA staff as soon as possible within two weeks of the changes.
- **Appoint an assigned Designee from each healthcare center** who will be in attendance at all biweekly, quarterly and other meetings as requested by ONA, with a secondary person assigned as back-up.
- Attend **biweekly meetings** with the NJ State Refugee Health Coordinator (SRHC), **quarterly meetings** hosted by the ONA with all refugee resettlement state stakeholders, and other meetings as requested by ONA.
- **Engage in routine site and monitoring visits** with ONA to ensure federal requirements are followed and the services provided are in alignment with funding requirements and program guidelines. During site visits, ONA will assess how services are provided, identify promising practices, observe trends for further analysis and information sharing, and may request additional program and financial information and reports as needed.



## ***Funding Allocations***

Selected healthcare centers shall:

- **Ensure that Refugee Health Program funding expenditures are only for the additional time and resources spent above the reimbursement received from Medicaid. The reimbursement should only be allocated toward the administration of the DMS and required services for the Refugee Health Program for ORR-eligible populations.**
- **Ensure no duplication of payments by the Refugee Health Program and Medicaid for DMS services.**
- **Engage with ONA staff with any inquiries for clarification of allocation of costs or program details for budget and strategic planning.**

## ***Data and Fiscal Reporting***

Selected healthcare centers shall:

- **Through ONA's Refugee Health Tracking System, submit data in real-time whenever possible on DMS appointment requests and scheduling, or within maximum one week of the activity; and update all DMS clinical and attestation of completion details within maximum one week of the activity.**
- **Submit quarterly financial reporting of actual expenditures, no later than 30 days after the close of each fiscal quarter (Quarter ending dates: December 31, March 31, June 30, and September 30).**
- **Use data and financial reporting templates provided by ONA**

## **Budget:**

### ***Allowable Costs***

No funds from the Refugee Health Program grants may be used for lobbying activities as defined in accordance with guidance issued by the New Jersey Election Law Enforcement Commission at: [https://www.elec.nj.gov/forcandidates/gaa\\_forms.htm](https://www.elec.nj.gov/forcandidates/gaa_forms.htm).

Funds for the Refugee Domestic Medical Screening program may only be used for allowable screening costs for eligible populations as referred through the State Refugee Program and by local Resettlement Agencies. Budgets must adhere to allowable cost parameters as set by the federal funders.

Allowable costs include:

- **First and Second DMS Visit costs above Medicaid reimbursement, inclusive of:**

- Administrative, clinical and case coordination staff time as outlined in the scope of work, and costs for the specific services outlined in the DMS. This should be captured in the visit costs of the proposal. This can include staff time for intake and registration, processing of Presumptive Eligibility as needed, eligibility screening if appropriate, initial referrals from the DMS, and staff time for medical providers conducting the DMS.
- Clerical cost for program coordination, data submission in the RHTS, and meetings with ONA staff as outlined in the scope of work.
- Transportation costs to and from the DMS
- Language interpretation costs during the DMS
- Miscellaneous costs associated with a DMS incurred by necessary DMS components and not covered by Medicaid. Must be approved by ONA on a case by case basis.

Unallowable costs that cannot be included:

- Administration, case coordination or management, and clinical services beyond the scope of the DMS
- Lab work, vaccination costs, and medical supplies already covered by Medicaid or other programs
- Transportation to appointments outside of the DMS

## V. General Contracting Information

Healthcare centers must comply with the State's terms and conditions as set forth in the State of New Jersey Standard Terms and Conditions and the Waivered Contracts Supplement. These documents are available on the Department of the Treasury website at:

<https://www.state.nj.us/treasury/purchase/forms.shtml> (Vendor DPA and Waiver Forms)

All contract awards will be contingent on successful Providers signing the documents referenced above.

Healthcare centers are required to comply with the Affirmative Action Requirements of Public Law 1975, c. 124 (N.J.A.C. 17:27) and the requirements of the Americans with Disabilities Act of 1991 (P.L. 101-336).

Successful healthcare centers shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the State upon request.

Should service provision be delayed through no fault of the successful healthcare centers, funding continuation will be considered on a case-by-case basis. Should services not be rendered, any funds that have been provided pursuant to this request shall be returned to DHS.

**All healthcare centers are advised that the contract award may be conditional upon final contract and budget negotiation.**

## VI. Contact for Further Information

Any questions regarding this RFP should be directed via email to [Tanika.Harper@dhs.nj.gov](mailto:Tanika.Harper@dhs.nj.gov) no later than **11:59 p.m. ET on November 1, 2024**. All questions and responses will be posted on the DHS website. Bidders are guided to rely upon the information in this RFP and the responses to questions submitted by email to develop their proposals. Specific guidance, however, will not be provided to individual bidders at any time.

## VII. Required Proposal Content

The following items must be included as appendices with the provider's proposal submission. **Please note that if items 6-9 are not submitted, the submission will not be considered.** Item 9 below is required regardless of whether providers have been the previous recipient of a grant or contract.

1. A description of all pending and in-process audits identifying the requestor, the firm's name and telephone number, and the type and scope of the audit, if applicable;
2. List of the board of directors, officers and terms;
3. Copy of documentation of the provider's charitable registration status if applicable;
4. Disclosure of Investment in Iran ([www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml));
5. Current State of New Jersey Business Registration. Bidders can obtain a copy at [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp); for an entity doing business with the State for the first time, it may register at <http://www.nj.gov/treasury/revenue>);
6. Department of Human Services Statement of Assurances (Attachment D);
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment E);
8. Statement of Bidder/Vendor Ownership Disclosure ([www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml));
9. Most recent single audit report (A133) or certified financial statements prepared by a certified independent accountant.
10. Any other audits performed in the last two (2) years (submit only two [2] copies).

## Funding

The administrative and staffing costs of the DMS, up to and including one follow-up visit (for a total of 2 DMS visits), are covered by this funding and as outlined below in the allowable costs section. It is anticipated that the contract term will be for three years with the potential for two one-year extensions. Healthcare centers will receive quarterly payments based on quarterly expenditure reports documenting allowable costs to the DMS program.

## Interested healthcare centers must submit the following:

**Proposal Cover Sheet** (Attachment A) All interested healthcare centers must submit a written response that addresses the healthcare center's role in the Refugee Health program; overview of healthcare center's work, programs, and initiatives; profile of experience providing services to similar populations; short narrative; and capacity to implement this program in no more than 3-5 pages.

**Specific Proposal Requirements** – note this may be submitted in narrative or outline format. Proposals will be evaluated based on price and other factors, using the point values noted below.

- **Program Implementation and Administration Experience (35 Points)**

- Overview of health programs, including primary, dental, behavioral, and specialty services that the organization has implemented previously for specific vulnerable populations, including description of the target population, size of these programs, number of patients served, and type of benefits provided.
- List what medical and other services are provided within the healthcare center.
- Healthcare centers must outline how they support vulnerable populations, particularly patients with limited English proficiency and with histories of trauma, including any staff training and other resources needed for culturally competent provision of services.
- Healthcare centers must outline how they manage federal and state reporting requirements and other compliance requirements for other existing programs.

- **Capacity and Staffing (35 Points)**

- Outline what counties and numbers are to be served annually during the contract period.
- Demonstrate capacity to serve refugee populations in a dedicated manner, noting an estimate number of eligible patients the healthcare clinic can screen during the project period.
- Outline the number of full-time and part-time staff that will be dedicated to this contract and any other additional resources that the provider has available for this contract.
- Demonstrate staff capacity to review program eligibility per federal (ORR) guidelines with ONA training and support if applicable. This may include reviewing immigration documentation, attending trainings for updated eligibility guidelines and following Federal guidance.
- Summary of resource capacity, including clinical and medical equipment, technological capacity, transportation capacity, and other resources available to accomplish the Scope of Work. Outline in detail any existing transportation infrastructure and/or current public transportation to facility.
- Outline of language accessibility plan and resources to provide accessibility to non-English speakers, including use of in-person, virtual or telephonic translation and interpretation. This includes establishing and ensuring accessible communication methods that are culturally and linguistically appropriate and adequate for the registration, onboarding, clinical appointments, and any follow-up interactions.
- Current or proposed patient communication systems to provide appointment access, reminders and patient supports for individuals served under this program. These types of communications may include text messaging, telephone calls, online portal, etc. Please indicate if these systems are language accessible.

- **Costs (30 Points)**

- Outline public and external funding, including Medicaid and child vaccination coverage to cover costs such as physical examinations, vaccinations, laboratory service fees, and any other applicable medical services. Cost should be for services performed above the reimbursement from other insurance (i.e. Medicaid) and public programs for costs incurred above a standard patient visit. Reimbursement can be made for services not covered by Medicaid or other existing funding.
- Use ONA provided budget template, and submit provided invoices for fees for additional cost for 1<sup>st</sup> visit, additional cost for 2<sup>nd</sup> visit, clerical costs, interpretation costs (if utilized), transportation cost (if provided), and miscellaneous costs for any allowable services not reimbursed under the above categories. ONA may request documentation.

### **Attachments/Appendices**

The enumerated items of Required Attachments #1 through #10 and Appendices #1 through #9 must be included with the bidder's proposal.

**Please note that if Required Attachments #1 through #6 are not submitted and complete, the proposal will not be considered. Required Attachments #7 through #9 below are also required with the proposal unless the bidder has a current contract with ONA and these documents are current and on file with ONA.**

The collective of Required Attachments #1 through #10 and Appendices #1 through #9 is limited to a total of 50 pages. Audits and interim financial statements (Required Attachments #8 and #9) do not count towards the appendices' 50-page limit. Appendix information exceeding 50 pages will not be reviewed.

### **Required Attachments**

1. Department of Human Services Statement of Assurances (RFP Attachment C);
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (RFP Attachment D);
3. [Disclosure of Investment in Iran](#)<sup>2</sup>;
4. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus<sup>3</sup>
5. Statement of [Bidder/Vendor Ownership Disclosure](#)<sup>4</sup>;
6. Disclosure of Investigations and Other Actions Involving Bidder<sup>5</sup>
7. Pursuant to Policy Circular P 1.11, a description of all pending and in-process audits identifying the requestor, the firm's name and telephone number, and the type and scope of the audit;

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<sup>2</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>3</sup> <https://www.nj.gov/treasury/purchase/forms.shtml>

<sup>4</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>5</sup> <https://www.nj.gov/treasury/purchase/forms.shtml>

8. Audited financial statements and Single Audits (A133), prepared for the two (2) most recent fiscal years;
9. All interim financial statements prepared since the end of the bidder's most recent fiscal year. If interim financial statements have not already been prepared, provide interim financial statements (balance sheet, income statement and cash flows) for the current fiscal year through the most recent quarter ended prior to submission of the bid; and
10. Department of Human Services Commitment to Defend and Indemnify Form (Attachment G).

## **Appendices**

1. Copy of documentation of the [bidder's charitable registration status](#)<sup>6</sup>;
2. Bidder mission statement;
3. Organizational chart;
4. Job descriptions of key personnel;
5. Resumes of proposed personnel if on staff, limited to two (2) pages each;
6. List of the board of directors, officers and terms;
7. Original and/or copies of letters of commitment/support;
8. Cultural Competency Plan; and
9. Include additional attachments that were requested in the written narrative section.

## **VIII. Submission of Proposal Requirements**

### **A. Format and Submission Requirements**

ONA assumes no responsibility and bears no liability for costs incurred by the bidder in the preparation and submittal of a proposal in response to this RFP. The narrative portion of the proposal (*Attachment A*) should be no more than 10 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 13 it is 11 pages long, not 10 pages. ONA will not consider any information submitted beyond the page limit for RFP evaluation purposes. The budget notes and appendix items do not count towards the narrative page limit.

**Proposals must be submitted no later than 11:59 p.m. ET on January 6, 2025.** The bidder must submit its proposal (including proposal narrative, budget, budget notes, and appendices) electronically combined as a single PDF document to [Tanika.Harper@dhs.nj.gov](mailto:Tanika.Harper@dhs.nj.gov).

### **B. 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 F) with the proposal. In the event that Bidder does not submit the Commitment

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<sup>6</sup> [www.njconsumeraffairs.gov/charities](http://www.njconsumeraffairs.gov/charities)

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.

## **IX. Review of Proposals**

There will be a review process for responsive proposals. ONA will convene a review committee of public employees to conduct a review of each responsive proposal.

The bidder must obtain a minimum score of 70 points out of 100 points for the proposal narrative and budget sections in order to be considered eligible for funding. In the event no bidder obtains the required minimum scores, ONA shall have discretion to award the contract to the highest scoring bidder(s).

ONA will award up to 20 points for fiscal viability, using a standardized scoring rubric based on the audit, which will be added to the average score given to the proposal from the review

committee. Thus, the maximum points any proposal can receive is 120 points, which includes the review committee's averaged score for the proposal's narrative and budget sections combined with the fiscal viability score.

In addition, if a bidder is determined, in ONA's sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, ONA will deem the proposal ineligible for contract award.

Contract award recommendations will be based on such factors as the proposal scope, quality and appropriateness, bidder history and experience, as well as budget reasonableness. The review committee will look for evidence of cultural competence in each section of the narrative. The review committee may choose to visit all bidder finalists to review existing program(s) and/or invite all bidder finalists for interview. The bidder is advised that the contract award may be conditional upon final contract and budget negotiation.

ONA reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. ONA's 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](#)<sup>7</sup>.

ONA will notify all bidders of contract awards, contingent upon the satisfactory final negotiation of a contract, by To Be Determined.

## **X. Appeal of Award Decisions**

All appeals must be made in writing by 11:59 p.m. ET on To Be Determined, by emailing it to [Johanna.Calle@dhs.nj.gov](mailto:Johanna.Calle@dhs.nj.gov) (subject line must include "Appeal and RFP title") and/or mailing or faxing it to:

Johanna Calle, Director  
Department of Human Services  
Office of New Americans  
222 S. Warren Street  
PO Box 0700  
Trenton, NJ 08625-0700  
Fax: 609-341-5485

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 ONA decisions are considered unallowable cost for the purpose of ONA contract funding.

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<sup>7</sup> <https://www.nj.gov/humanservices/olra/contracting/policy/>



ONA will review all appeals and render a final decision by To Be Determined. Contract award(s) will not be considered final until all timely filed appeals have been reviewed and final decisions rendered.

## **XI. Post Award Required Documentation**

Upon final contract award announcement, the successful bidder(s) must be prepared to submit (if not already on file), one (1) original signed document for those requiring a signature or copy of the following documentation (unless noted otherwise) in order to process the contract in a timely manner, as well as any other contract documents required by ONA.

1. Most recent IRS Form 990/IRS Form 1120, and Pension Form 5500 (if applicable) (submit two [2] copies);
2. Copy of the [Annual Report-Charitable Organization](#)<sup>8</sup>;
3. A list of all current contracts and grants as well as those for which the bidder has applied from any Federal, state, local government or private agency during the contract term proposed herein, including awarding agency name, amount, period of performance, and purpose of the contract/grant, as well as a contact name for each award and the phone number;
4. Proof of insurance naming the State of New Jersey, Department of Human Services, Office of New Americans, PO Box 0700, Trenton, NJ 08625-0700 as an additional insured;
5. Board Resolution identifying the authorized staff and signatories for contract actions on behalf of the bidder;
6. Current Agency By-laws;
7. Current Personnel Manual or Employee Handbook;
8. Copy of Lease or Mortgage;
9. Certificate of Incorporation;
10. Co-occurring policies and procedures;
11. Policies regarding the use of medications, if applicable;
12. Policies regarding Recovery Support, specifically peer support services;
13. Conflict of Interest Policy;
14. Affirmative Action Policy;
15. Affirmative Action Certificate of Employee Information Report, newly completed AA 302 form, or a copy of Federal Letter of Approval verifying operation under a federally approved or sanctioned Affirmative Action program. (AA Certificate must be submitted within 60 days of submitting completed AA302 form to Office of Contract Compliance);
16. A copy of all applicable licenses;
17. Local Certificates of Occupancy;
18. Current State of New Jersey Business Registration;
19. Procurement Policy;
20. Current equipment inventory of items purchased with DHS funds (Note: the inventory shall include: a description of the item [make, model], a State identifying number or code, original date of purchase, purchase price, date of receipt, location at the Provider Agency, person(s) assigned to the equipment, etc.);
21. All subcontracts or consultant agreements, related to the DHS contract, signed and dated by both parties;

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<sup>8</sup> <https://www.njportal.com/DOR/annualreports/>

22. Business Associate Agreement (BAA) for Health Insurance Portability Accountability Act of 1996 compliance, if applicable, signed and dated;
23. Updated single audit report (A133) or certified statements, if differs from one submitted with proposal;
24. Business Registration (online inquiry to obtain copy at [Registration Form](#)<sup>9</sup>; for an entity doing business with the State for the first time, it may register at the [NJ Treasury website](#)<sup>10</sup>;
25. Source Disclosure ([EO129](#))<sup>11</sup>; and
26. Chapter 51 [Pay-to-Play Certification](#)<sup>12</sup>.

## **XII. Attachments**

- Attachment A – Proposal Cover Sheet and Application Template
- 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 – Mandatory Equal Employment Opportunity Language
- Attachment G – Commitment to Defend and Indemnify Form

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<sup>9</sup> [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

<sup>10</sup> <http://www.nj.gov/treasury/revenue>

<sup>11</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

<sup>12</sup> [www.nj.gov/treasury/purchase/forms.shtml](http://www.nj.gov/treasury/purchase/forms.shtml)

**Attachment A – Proposal Cover Sheet**

\_\_\_\_\_ Date Received

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

Name of RFP:

**Building Capacity in Refugee Health Services for Federal Fiscal Year 2025**

Incorporated Name of Bidder: \_\_\_\_\_

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

Federal ID Number: \_\_\_\_\_ Charities Reg. Number (if applicable) \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Chief Executive Officer Name and Title: \_\_\_\_\_

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

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

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

Total dollar amount requested: \_\_\_\_\_ Fiscal Year End: \_\_\_\_\_

Funding Period: From \_\_\_\_\_ to \_\_\_\_\_

Total number of unduplicated individuals to be served: \_\_\_\_\_

County in which services are to be provided: \_\_\_\_\_

Brief description of services by program name and level of service to be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

Authorization: Chief Executive Officer (printed name): \_\_\_\_\_

Signature:

Date:

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

### **Application Template**

All healthcare centers must submit a written response that addresses the following topics, adheres to all instructions, and includes supporting documentation as noted below:

#### **INTRODUCTION AND CONTEXT**

1. Please provide a brief summary description your organizations' potential role in participating in the Refugee Health Program. Include overview of organizational work, programs, and initiatives. *(1-2 paragraphs)*
2. Please outline what regions are covered, locations of clinics, and number of staff available at each location for this program.

**IMPLEMENTATION AND ADMINISTRATION PROPOSAL NARRATIVE** *(1 -2 pages)* -  
Address the following questions:

1. What services do you provide? Please include medical, dental, behavioral, and specialty services, including demographics of the populations served, size of these programs, number of patients served, and type of benefits provided.
2. What is your experience working with vulnerable non-English speaking populations seeking medical care and services, including new arrivals and refugees?
3. What patient advocacy and customer service resources do you provide? Including those that serve patients with limited English proficiency and/or considerable trauma.
4. What is your experience implementing federally required procedures and protocols, etc.?

**CAPACITY AND STAFFING OVERVIEW** (2-3 paragraphs)

1. Briefly describe staffing capacity and plan to meet the needs of this program. Outlining the staff that will be partake in the activities of this contract.
2. Summary of resource capacity, including clinical and medical equipment, technological capacity, transportation capacity, and other resources available to accomplish the Scope of Work.
3. Note of any staff training or dedicated resources for provision of culturally competent services, including trauma informed care.
4. Outline of language accessibility resources, including translation and interpretation capacity in person or telephonic and any multi-lingual staff that would be assigned to the project.

**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 CFR 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 CFR 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 CFR 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 (NJAC 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 CFR 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

6/97



**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 are 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 CFR 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 CFR 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 CFR 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 CFR 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 RFP, 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.

The template is broken down by several categories of service. Each category is outlined as follows:

1. **1st DMS Visit** - Under the “Charge” column, this is the cost for the first visit to your site above the reimbursements you receive from Medicaid (or other insurance). This should only represent the additional time spent in treating the patient above your current reimbursement (i.e., a normal physical is performed in 20 Minutes, but this exam usually takes about 45 Minutes). Place that amount in the “Charge” column and in the “# of Units” column provide the maximum # of patients to be seen for a first visit. That will provide an amount in the “total” column to the right.
2. **2nd DMS Visit** – Under the “Charge” column this is the cost for this visit to your site above the reimbursements you receive from Medicaid (or other insurance) this should only represent the additional time spent treating the patient above your current reimbursement. This is a shorter appointment than the first visit and charges should reflect the decreased time. Place that amount in the “Charge” column and in the “# of Units” column provide the maximum # of patients to be seen for a second visit. That will provide an amount in the total column to the right.
3. **Base Administrative Costs for Program Maintenance-** Each contracted healthcare center will have an assigned program coordinator that will interact with ONA regardless of total number of patients seen. This cost will allow the healthcare center to receive payment for the program coordinator’s time during periods of low volume when they are still required to provide ONA information and attend meetings. Here, you will provide a fixed amount based on your maximum clients served. For healthcare centers submitting proposals for up to 75-199 patients seen yearly, the applicable amount is \$1000 per month, and for those submitting proposals for a maximum number 200 or above, the amount is \$2000 per month. Place the appropriate charge (based on your maximum volume from your proposal) in the “Charge” column and the total will populate in the total column to the right.

4. **Additional Clerical Cost per Appointment-** This is reimbursement for personnel involved in the program that spend additional time with patients above normal patient interaction that is covered in your regular reimbursement. The amount per appointment (both for 1<sup>st</sup> and 2<sup>nd</sup> DMS Visits) should be in the “Charge” column and the total number of appointments (total of maximum 1<sup>st</sup> and 2<sup>nd</sup> DMS Visits) should be in the “# of units” column. The total will populate in the column to the right.
5. **Interpretation Fee-** This is for the cost of interpretation services when using non-staff personnel. Services provided by staff should not be added. A list of clients that used interpretation services must be attached to quarterly invoices. Provide the rate per minute of your interpretation program and use an average number of minutes per appointment in the notes column. Place the rate per minute multiplied by the average number of minutes in the “Charge” column and place the number of patient appointments for which service may be provided in the “# of units” column. The total will populate to the right.
6. **Transportation Fee-** If providing transportation, invoices must be accompanied with detailed invoicing that lists the clients and cost per ride. In the budget proposal, provide the average total per ride in the “Charge” column and the number of anticipated rides to be provided (must be equal to or less than the total number of 1<sup>st</sup> and 2<sup>nd</sup> DMS Visits). The total will populate to the right.
7. **Miscellaneous Expenses -** Any cost associated with providing DMS that would not normally be covered by Medicaid or other sources. This must be approved by ONA on a case-by-case basis. The total should be placed in the total box to the right on the Miscellaneous line with more details of anticipated potential expenses in the notes column. A copy of invoices and list of clients must be attached to quarterly notices.

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 - Mandatory Equal Employment Opportunity Language**

### **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, up-grading, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://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 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**Attachment G – 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 Proposals for Building Capacity in Refugee Health Services for Federal Fiscal Year 2025 (“RFP”), 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