A close-up of a compass

Description automatically generated with low confidence

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| **Revised Bid Solicitation For:**  **Mental & Physical Health Services –**  **New Jersey Juvenile Justice Commission** |  |

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| --- | --- | --- |
| **Event** | **Date** | **Time** |
| **Mandatory Pre-Quote Virtual Conference**  (Refer to Bid Solicitation Section 1.11 for more information | 8/10/2023 | 11:00 AM EST |
| **Due Date for Electronic Questions**  (Refer to Bid Solicitation Section 1.9 for more information.) | 8/15/2023 | 2:00 PM EST |
| **Optional Site Visit:** Juvenile Medium Security Facility (JMSF) & Albert Elias Residential Community Home  (Refer to Bid Solicitation Section 1.10 for more information.) | 8/29/2023 | 10:00 AM EST |
| **Optional Site Visit:** New Jersey Training School for Boys (NJTS)  (Refer to Bid Solicitation Section 1.10 for more information.) | 8/31/2023 | 10:00 AM EST |
| **Quote Submission Date**  (Refer to Bid Solicitation Section 4 for more information.) | 9/30/2023 | 2:00 PM EST |

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.

|  |  |
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| Bid Solicitation Issued By:  State of New Jersey  Department of Law and Public Safety  Juvenile Justice Commission  1001 Spruce Street (Suite 201)  Ewing, New Jersey 08625‑0230 |  |

Date: August 14, 2023

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# 1.0 INFORMATION FOR VENDORS

## 1.1 PURPOSE AND INTENT

This Bid Solicitation is issued by the NJ Juvenile Justice Commission (JJC), in but not of the Department of the Law and Public Safety (DL&PS). The purpose of this Bid Solicitation is to solicit Quotes from medical service providers to provide physical and/or mental health services for residents of the JJC at all its facilities Statewide. The JJC intends to award a contract to those responsible Bidders whose Quotes, conforming to this Bid Solicitation, are most advantageous to the State, price and other factors considered.

The JJC intends to award a single Contractor for each service category listed below for a total of two (2) contract awards.

* Category 1 – Physical Health Services; and/or
* Category 2 – Mental Health Services.

**Bidders are encouraged but not required to bid on both categories. If bidding on both categories, Bidders must submit separate bid proposals for each category of service.**

The State of NJ Standard Terms and Conditions (SSTCs) accompanying this Bid Solicitation will apply to the contract made with the JJC and shall prevail over any discrepancies between the bid solicitation and the SSTCs.

## 1.2 BACKGROUND

The New Jersey Juvenile Justice Commission (JJC) was established in 1995 to serve as the single agency of State government with centralized authority for planning, policy development, and provision of services in the juvenile justice system. The JJC is committed to implementing and promoting policies and practices that improve outcomes for young people involved with the juvenile justice system, their families, and their communities.

The JJC’s three primary responsibilities are providing care, custody, and rehabilitative services to youth committed to the agency by the courts; supervising and coordinating services for youth released from custody on parole; and supporting local efforts to provide prevention and early intervention services to at-risk and court-involved youth. Across a continuum of care, which includes secure care facilities, residential community homes, and community-based parole and transitional services, the JJC provides programming, support, and opportunities designed to help youth grow, thrive and to become independent, productive, and law-abiding citizens.

The JJC operates three facilities identified as secure. Secure facilities are full care institutions providing all services on the grounds of the facility, including education, vocational programming, counseling, and medical services.

The JJC operates 10 residential community homes (RCH). The number of juveniles residing at each facility varies. The JJC has designated certain facilities for specific categories of juvenile offenders, including those who have serious substance abuse problems, sex offenders, and those young people who have been found delinquent, but also have serious emotional disorders. These facilities offer a less restrictive environment but maintain security by trained staff. These types of facilities are meant to accommodate juveniles who have committed less serious offenses or are nearing the end of their sentences and preparing to return home.

The JJC is responsible for securing adequate health care, support and programs for our residents.

The objective is to secure a qualified Contractor (or Contractors) who can manage and operate a comprehensive healthcare services system at full capacity in a cost-effective manner, while delivering quality healthcare in compliance with JJC policies, procedures and guidelines along with certain standards promulgated by the National Commission on correctional Health Care (NCCHC), and American Correctional Association (ACA) and recommendations from the Centers for Disease Control and Prevention (CDC) and New Jersey Department of Health (NJDOH). No formal NCCHC accreditation is required at this time.

## 1.3 BID AMENDMENTS

In the event that it becomes necessary to clarify, revise this Bid Solicitation, or respond to questions from potential bidder, such additional information will be by Bid Amendment. Any Bid Amendment to this Bid Solicitation will be posted to the same location as the RFP and will become part of this Bid Solicitation and part of any contract awarded as a result of this Bid Solicitation.

There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Contractor to be knowledgeable of all Bid Amendments related to this procurement.

## 1.4 BIDDER RESPONSIBILITY

The Contractor assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Contractor’s failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

## 1.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Contractor in the preparation and submittal of a Quote in response to this Bid Solicitation.

## 1.6 CONTENTS OF QUOTE

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, Quotes may be subject to release to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

After the opening of sealed Quotes, 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.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

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

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

In the event of any challenge to the Bidder’s assertion of confidentiality, the Bidder shall be solely responsible for defending its designation and shall indemnify the State for any costs of doing so. The State assumes no responsibility or liability related to a Bidder’s assertion of confidentiality.

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

## 1.7 PRICE ALTERATION IN QUOTES

Any price changes including handwritten revisions or "white-outs" must be initialed. Failure too initial price changes shall preclude a Blanket P.O. award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

## 1.8 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture’s Quote.  Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page.  Each party to the Joint Venture must individually comply with all the forms and certification requirements of this Bid Solicitation.

## 1**.9 ELECTRONIC QUESTION AND ANSWER PERIOD**

The JJC will electronically accept questions and inquiries from all potential Bidders via email. Questions and inquires must be sent to the JJC Contract Administrator at: [jjcrfp@jjc.nj.gov](mailto:jjcrfp@jjc.nj.gov). The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover page. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment. (See RFP Section 1.3 for further information).

Questions should be directly tied to a Bid Solicitation Section, the Price Sheet, Forms or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates. A Bidder must not contact the JJC directly, in person or by telephone, concerning this RFP.

## 1.10 SITE VISIT

The date and time for the optional site visit are indicated below and on the Bid Solicitation cover sheet. Attendees interested in attending must register for the site visit by emailing Jawad Karamali at [jawad.karamali@jjc.nj.gov](mailto:jawad.karamali@jjc.nj.gov). The email notification should indicate the number of attendee’s, their names, work titles, and contact information.

|  |  |  |  |
| --- | --- | --- | --- |
| Location | Address | Date | Time |
| Juvenile Medium Security Facility (JMSF), & Albert Elias Residential Community Home | 279 4th St, Fieldsboro, NJ 08505 | 8/29/2023 | 10:00 AM EST |
| New Jersey Training School for Boys (NJTS) | Grace Hill Rd, Monroe Twp. NJ 08831 | 8/31/2023 | 10:00 AM EST |

Additional information for each of JJC’s 13 facilities can be found at: https://www.nj.gov/lps/jjc/facilities.html

## 1.11 MANDATORY PRE-QUOTE VIRTUAL CONFERENCE

The date and time of the mandatory pre-quote Conference is indicated on the Bid Solicitation cover sheet. Attendees must attend the Mandatory Pre-Quote Conference to participate in this bid solicitation process. An attendee may represent only one (1) potential bidding entity.

**Join on your computer, mobile app or room device**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzBiYzkxMTUtN2RkNi00NGYxLWI3YTctZmJjMzEyM2ZlM2Mw%40thread.v2/0?context=%7b%22Tid%22%3a%225076c3d1-3802-4b9f-b36a-e0a41bd642a7%22%2c%22Oid%22%3a%22aeefc5ef-f659-46c2-8f4f-266f8e65b298%22%7d)

Meeting ID: 263 201 058 993   
Passcode: KBiJH4

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=aeefc5ef-f659-46c2-8f4f-266f8e65b298&tenantId=5076c3d1-3802-4b9f-b36a-e0a41bd642a7&threadId=19_meeting_MzBiYzkxMTUtN2RkNi00NGYxLWI3YTctZmJjMzEyM2ZlM2Mw@thread.v2&messageId=0&language=en-US)

The Mandatory Pre-Quote Conference shall be recorded, and all participants must be in attendance for the entirety of the Conference.

**The purpose of the Mandatory Pre-Quote Conference is to address procedural questions regarding the Bid Solicitation and Bidder Quote Submission Requirements only.** No substantive questions regarding the Bid Solicitation Scope of Work will be accepted or answered during the Mandatory Pre-Quote conference. All substantive questions shall be submitted by the Bidder during the Electronic Question and Answer Period.

**IF IT IS YOUR INTENTION TO ATTEND THE MANDATORY PRE-QUOTE CONFERENCE, YOU MUST REGISTER FOR THE CONFERENCE BY EMAILING VIKKI RINYU AT THE BELOW E-MAIL ADDRESS NO LATER THAN 5PM ON WEDNESDAY, AUGUST 9, 2023.**

[Vikki.rinyu@jjc.nj.gov](mailto:Vikki.rinyu@jjc.nj.gov)

# 2.0 DEFINITIONS

The following terms when used in this Contract shall have the following meanings unless the context clearly indicates otherwise:

**Admission** -Means the intake of a juvenile into a JJC facility.

**Admission Protocols** - Guidelines for tests or diagnostic treatments performed upon admission.

**Administrative Review** -Means an assessment of correctional and emergency response actions surrounding a juvenile's death or suicide attempt, for the purpose of identifying where facility operations, policies and procedures can be improved.

**Adverse Clinical Event** - Means an event where care resulted in an undesirable clinical outcome causing harm to a resident and that harm was not caused by an underlying disease.

**Aftercare** - Care needed or given to a resident after discharge from the JJC.

**Amendment** – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Contractor and JJC.

**American Correctional Association (ACA)** – A professional accrediting body within the field of corrections.

**Arrival Screen** - Assessment documented in EMR when a resident transfers from one JJC facility to another which consists of a suicidal behavior assessment, a PREA questionnaire and details any medical issue which may have occurred during transport.

**Ancillary Services** – Supportive or diagnostic measures that supplement and support a primary physician, nurse, or other healthcare provider in treating a patient.

**Average Daily Population (ADP)** – The daily census reports for each day calculated based on the cumulative total of all residents in the custody of JJC for a given period of time (i.e., one calendar month).

**Benefit Hours** – Hours provided by the Contractor to its personnel, including paid holidays, vacation time, personal time, and sick leave time.

**Bid or Bid Solicitation** – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the JJC as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Board Certified Physician** – A physician who is currently in good standing and holds a certificate recognized by the American Board of Medical Specialties (ABMS) or the American Osteopathic Association (AOA).

**CARI (Child Abuse Record Information)** - Child Abuse Record Information means the information in New Jersey's child abuse registry as established in N.J.S.A. 9:6-8.11, which may be released to a person or agency outside the Department’s Child Protection and Permanency only prescribed by Law.

**Case Action Plan (CAP)** - The document that identifies goals to meet each resident’s rehabilitative needs as identified in the Comprehensive Informational Assessment (CIA). The CAP shall be based upon needs identified in the resident’s CIA; contain goals to address identified needs; provide action steps to achieve goals; include the outcome of rehabilitative interventions with residents beginning at intake to JJC and concluding at the time of release from JJC facilities,

**Central Communications Center** – The centralized communication center within the JJC at the secure care facilities that coordinates certain functions of resident movement on a 24 hour per day, seven days per week basis.

**Certified Interpreter** - An interpreter certified by the National Registry of Interpreters for the Deaf, Inc. and listed by the State Division of the Deaf & Hard of Hearing in the New Jersey Department of Human Services or the New Jersey Registry of Interpreters for the Deaf.

**Chief Operating Officer** - The chief operating officer of the Contractor.

**Classification Committee** - A group of JJC personnel designated to make decisions related to the assignment or reassignment of residents to JJC facilities and to programs and activities within the JJC.

**Classification Unit** - A unit consisting of a group of JJC personnel designated to make decisions related to the assignment or reassignment of residents to JJC facilities and to programs and activities within JJC facilities.

**Clinical Mortality Review** - An assessment of the clinical care provided and the circumstances leading up to a death, for the purpose of identifying areas of patient care and medical policies and procedures that can be improved.

**Commencement Date** - The beginning date of this Contract.

**Community Program –** Means a non-Secure Facility, and includes any substance abuse, assessment & treatment, transitional, or similar program run by or under the jurisdiction of the JJC.

**Commercial-off-the-Shelf (COTS)** – A software and/or hardware product that is commercially ready-made and available for sale, lease, or license to the public.

**Committed Residents** - A resident confined for a period of time at the JJC by court order.

**Comprehensive Information Assessment** - Thorough evaluation of the residents’ physical, psychological, psychosocial, emotional, and therapeutic needs to support decision making at the system level for the child.

**Continuous Quality Improvement (CQI)** – Committee consists of a facility multidisciplinary team of JJC staff and Contractor staff who utilize a deliberate, defined process to focus on activities that are responsive to JJC needs and improving resident health.

**Contractor Intellectual Property** – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the contract. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

**Contractor Staff** - Staff employed by the Contractor to provide services to the JJC under this contract. This shall include but is not limited to doctors, nurses, practitioners, psychologist, lab technicians, and/or any third-party company contracted by the Contractor to provide services to the JJC on behalf of the Contractor. This shall include hospitals, medical supply companies and other professional facilities and /or doing business on behalf of the Contractor.

**Corrective Action Plan** - A**step-by-step plan of action to be followed to ensure below-par outcomes are swiftly addressed and mitigated.**

**Covered Workers** – Full and part time employees and Contractors who work in, or who may have occasion to enter a JJC secure care facility or residential community home.

**Custody Staff** - Means any juvenile corrections officer working in a job title.

**Days -** Unless otherwise specified, references to days, for example, "within 7 days" shall mean calendar days.

**Deliverables** - an element of output within the scope of a project. It is the result of objective-focused work completed within the project process. Deliverables in project management can be internal or external.

**Downtime Forms** - Forms used to document resident medical encounters when the EMR is not working or is not able to be used.

**Electronic Medical Record (EMR)** - An electronic record of personal health information (PHI) health-related information on an individual that can be created, gathered, managed, and consulted by authorized providers and staff.  The health record is owned by the JJC and maintained by the Contractor.

**Emergency Care** - Medical, dental, or mental health care for an acute illness or unexpected health need necessary to treat sudden onset of a potentially life or limb threatening condition or symptoms, for which evaluation and care cannot be delayed or deferred to the next scheduled sick call or clinic. Need for medical care is deemed emergent when arising suddenly and unexpectedly, calling for quick judgement and prompt action. Need for medical care is deemed urgent if not life threatening but requires prompt medical attention.

**Emergency Response Bag** - Bag containing equipment and supplies needed to treat emergencies.

**Emergent** -Medical treatment of illnesses or injuries thatarise suddenly and unexpectedly, calling for quick judgment and prompt action. The condition could be life threatening.

**Equipment** - Non-consumable material that has (i) a fair market value of one thousand dollars ($1,000.00) or greater, and/or (ii) a useful life of one (1) year or more.

**Evaluation Committee** – A committee established by the JJC to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a contract award to the Director.

**Executive Director** – The chief operating officer of the JJC.

**Extraordinary Care** – Resident medical care related to hospitalization, or specialty care.

**Facilities (Facility)** - The facilities of the JJC include Secure Care Facilities and Residential Community Home(s) (RCH), and any new facilities and any expansions thereof.

The JJC operates three facilities identified as secure. Secure facilities are full care institutions providing all services on the grounds of the facility, including education, vocational programming, counseling, and medical services. Correctional Officers are employed at these facilities to maintain a secure setting. These facilities include:

Secure Care Facilities (\*Located on Johnstone Campus)

Juvenile Female Secure Care and Intake Facility (JFSCIF)**\***

Juvenile Medium Security Facility (JMSF)**\***

New Jersey Training School for Boys (NJTS)

In addition to secure institutions, the JJC operates less restrictive facilities for juveniles who do not require a secure setting. Ten community programs are located throughout the state and accept juveniles from anywhere in the State of New Jersey. These facilities include:

Residential Community Homes (RCH)

Albert Elias Residential Community Home**\***

Costello Prep

D.O.V.E.S. Residential Community Homes

Northern Region Independence and Reentry Success Center

Ocean Residential Community Home

Pinelands Residential Community Home

Southern Secure Residential Community Home

Vineland Preparatory Academy

Voorhees Residential Community Homes

Warren Residential Community Home

**Facility Superintendent** - The Executive Officer of a JJC Facility, with responsibility for all daily operations at that location.

**Forensic Investigation** - Pertaining to medical tests and services that are performed for legal reasons and that may not be required for the purposes of resident healthcare.

**Formulary** - Methodology for securing the most cost-effective and clinically effective products for our residents driving clinical and financial value.

**Fundamental Procedures of Medication Administration Training** – Interactive training conducted by the Contractor for youth workers to ensure that the youth worker has substantial knowledge and skill set derived from the completion of the program to carry out a delegated nursing regimen.

**Generally Accepted Medical Standards** - The professionally recognized standards for the prevention, diagnosis, or treatment of any recognized healthcare condition, generally established via publications of the NJDOH, the Federal Department of Health and Human Services (and its various components such as the Center for Disease Control and Prevention and the U.S. Public Health Service Task Force) and relevant professional organization standard of care, taken in combination. In instances where there is controversy or disagreement on what constitutes standard of care, the New Jersey Department of Corrections (NJDOC) Medical Director/designee and/or JJC appointed Physician Specialist, after consultation with other medical experts, if necessary, shall make the final determination.

**Health Services Policy Manual (HSPM)** - Refers to the JJC Health Services Policy Manual (HS:01.01) found on the JJC intranet.

**Healthcare** - The diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in humans. Healthcare is delivered by practitioners in psychiatry, physical medicine, dentistry, nursing, pharmacy, diagnostics, and other care providers. It refers to work done in providing primary care, secondary care, and tertiary care, as well as public health.

**Healthcare and Safety Services Unit (HSSU)** - The HSSU Unit is a unit within the Office of Administration of the JJC. The HSSU staff oversees healthcare services. The administrative head of the HSSU is the Chief Administrative Officer.

**Hearing Impaired -** Persons for whom the sense of hearing is less than fully functional or is dysfunctional.

**Health Level 7 (HL7)** – Health Level 7, is a set of clinical standards and messaging formats that provide a framework for the management, integration, exchange, and retrieval of electronic information across different health care systems. All personal health information collected by the Contractor or the Contractor’s subcontractor(s) must meet HL7 standards as developed and maintained by Health Level Seven International, a healthcare standards organization.

**Housing Unit 11** - The unit on the grounds of the New Jersey Training School for residents with mental health diagnoses which would lead to needing a higher level of care from a psychiatric perspective.

**Infirmary -** A specific medical area residents for the diagnosis and/or treatment of an illness. The area will require limited observation and/or management by JJC personnel and does not require admission to a licensed acute care hospital or facility.

**Intake Psychological Evaluation** - An evaluation completed by a psychologist or psychiatrist. The evaluation includes an objective intelligence screen, a personality measure, a mental status evaluation and diagnosis, a recommendation of program needs and treatment needs, and a psychological suitability for program placement.

**ISO 9000 Standards** -A series of standards, developed and published by the International Organization for Standardization (ISO), that define, establish, and maintain an effective quality assurance system for manufacturing and service industries.

**Juvenile** – Includes any individual who is properly detained under the law at the JJC. It is a term used interchangeably with the term resident (See the definition of Resident).

**Medication Administration Record (MAR)** - Document used to record medications taken by each resident.

**Master Problem List** - A list of a resident’s health problems that serves as an index to the medical record. It includes each problem, and the dates each was noted and resolved.

**JJC** -means the New Jersey Juvenile Justice Commission, established pursuant to N.J.S.A. 52:17B-170.

**Key Personnel** - Individuals who perform essential functions for the Contractor.

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**Matrix** – The staffing tables specifying the personnel positions, the position titles, the number of positions, and full-time equivalent hours for each position for each JJC facility.

**Medical Director** – Means the person who is an employee of the Contractor, who is board certified in Pediatrics or Family Practice charged with overall responsibility for the provision of health care services for juveniles.

**Medical Emergency** – means a medical or mental health event that either (a) requires that a juvenile be sent off grounds for treatment; (b) has or may involve a critical illness; or (c) is otherwise deemed a medical emergency by the superintendent or designee.

**Medical/Mental Health Record** – All records, both paper and electronic, initiated and maintained during medical/mental health evaluation and treatment of residents. This includes, but is not limited to medical records, mental health records, progress notes, consultations, laboratory requests/results, reports, and therapy notes.

**Medical Reference File (MRF)** - Any document that pertains to the medical history, diagnosis, prognosis or medical condition of a resident and that is generated and maintained in the process of medical treatment and is also scanned into the Electronic Medical Record (EMR).

**Medical Record** - Collection or grouping of a patient's medical information.

**Medical Services** - Medical and health care services provided to a resident under the direction of a licensed provider to include, but not limited to, preventive healthcare, maintenance health, prevention of illness, and diagnosis and planning treatment of illness or injury in concert with continual observation of an individual’s wellbeing.

**Medication** - Any substance (other than food) used to prevent, diagnose, treat, or relieve symptoms of a disease or abnormal condition.

**Medicaid Look-alike Number** - A number, similar to a Medicaid number assigned to a resident for medical billing purposes.

**Mental Health Provider Supervisor** – A licensed psychologist or psychologist who is hired by the Contractor to provide both direct care to the residents and supervision of staff who are hired to work in their respective programs.

**Mental Health Services** – The provision of mental health care by a multidisciplinary team (such as a psychiatrist, psychologists, licensed counselors, and/or mental health professional) to include, but not limited to intake screening, evaluations, psychological and pharmacological treatments, crisis intervention and preventive measures, including robust suicide prevention program.

**Monthly CQI Compliance Report** - Monthly report generated by the Contractor which reviews the objective performance indicators for the previous month and what clinically appropriate care was ordered and implemented by the Contractor staff.

**Multi-disciplinary Team** - A group of healthcare professionals comprised of team members from both JJC staff and Contractor staff that have different but complimentary skills who work together toward a shared objective.

**Name Stamp** – A stamp or device to apply a legible, printed representation of a staff member’s name to a paper or other physical document.

**Near-Miss Clinical Event -** Means an error that occurred in the process of providing medical care that was detected and corrected before the resident was harmed.

**NCCHC** - The National Commission on Correctional Health Care, a standard-setting and accrediting organization for correctional facilities and corrections professionals.

**Ombudsman -** Means the JJC staff member who heads up the office responsible for resolving complaints made by juveniles about the facility, the action or inaction of staff or any other matter of concern to the juvenile.

**Office Equipment** – Products supplied to the Contractor for office operations.

**Office of Investigations (OOI)** - an office within the JJC whose purpose is to conduct investigations of all allegations of misconduct.

**Off-Site Movement** - The transportation of a resident from a JJC facility in order for the resident to receive services at a location other than a JJC facility. Off-site movement does not include the transfer of a resident from one facility to another facility.

**Palliative Care** -A specific treatment program designed to provide compassionate care for medical conditions that are terminal.

**PEOSH/PEOSHA** - Public Employees Occupational Safety and Health/Public Employees Occupational Safety and Health Act.

**Personnel** - Persons employed by the Contractor or any subcontractor or agent of the Contractor.

**Pharmacy Services** - Procurement, dispensing, distribution, accounting, administration, and disposal

of pharmaceuticals.

**Policy** - Means this Health Services Policy Manual, JJC Policy HS:01.01;

**Probationer/Probationer Resident** -Means a juvenile who has been placed on probation by a judge who made placement to a community program a condition of the juvenile’s probation.

**Provider** – Any person or entity that provides medical care or treatment. Healthcare providers include, but are not limited to, doctors, nurses, practitioners, mental health staff, labs, hospital, medical supply companies and other professional facilities and businesses that provide such services.

**Protected Health Information” or “PHI”** – means health and related information in the possession of the JJC or the Contractor. Such information can be in any form or media, whether electronic, paper, or oral.

**PREA** – Prison Rape Elimination Act 34 USC Sec 30301 et. Seq.

**PREA Questionnaire** – A tool used upon admission and interfacility transfer to screen individual residents for their risk of sexual victimization or sexual abusiveness and to use the information to inform housing, bed, work, education, and program assignments.

**Psychiatric Facility** - A facility that provides specialized inpatient and outpatient care for mental health conditions.

**Qualified Health Care Personnel (QHCP)** - Physicians, nurses, certified nurse practitioners, dentists, mental health professionals, and other persons who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients.

**Qualified Health Care Professional (QHCP)** -Means an employee of either the JJC or of the Contractor who is a physician, advanced practice nurse, nurse, dentist, dental assistant, psychiatrist, psychologist, or any other professional who by virtue of education, credentials, and experience is permitted by law to evaluate and care for juveniles.

**Quality Assurance** - A program of the HSSU, designed to monitor the performance of the Contractor and provide feedback to the JJC and the Contractor.

**Release Committee** – JJC committee that is responsible for providing final administrative examination of each proposed release and to verify that all necessary and appropriate conditions preceding a release have occurred.

**Relief Factor** – The number of full-time equivalent (FTE) staff utilized to provide coverage during the absence of staff for vacation, sickness, holiday, or other authorized leave.

**Request and Remedy Process** -Means the grievance process then in effect, as set forth under either N.J.A.C. 13:90-1A and Policy ED:01.27.

**Resident** – An individual who has been committed or is on probation status reassigned to a facility operated by the JJC. These individuals may be beyond the age of 18 and include emerging adults or young people through their early 20s.

**Residential Community Home (RCH)** - JJC operated facilities that offer a less restrictive environment but maintain security by trained staff. These types of facilities are meant to accommodate juveniles who have committed less serious offenses or are nearing the end of their sentences and preparing to return home. Currently the JJC operates 10 of these sites (see the following link for a map of these facilities). Please note that the seven parole offices listed in the link DO NOT require medical staffing**.** <https://www.nj.gov/oag/jjc/pdf/jjc_print_statemap.pdf>

**Resident Healthcare** – Consists of all aspects ofMedical and Mental Healthcare and, at a minimum, the following related services: Pharmacy Services, Laboratory Services, Diagnostic Services and Utilization Review.

**Responsible Physician** – A designated medical doctor who has the final on-site authority at a given facility with regard to clinical issues.

**Screening Center** – A public or private ambulatory care center which provides mental health services including assessment, emergency, and referral services to mentally ill persons in a specified geographical area. Screening is the process by which it is ascertained that the individual being considered for commitment meets the standards for both mental illness and dangerousness as defined in P.L. 1987, c.116 (N.J.S.A. 30.4-27.1 et seq.)and that all stabilization options have been explored or exhausted.

**Secure Care Facility** - Secure facilities are full care institutions providing all services on the grounds of the facility, including education, vocational programming, counseling, and medical services. Correctional officers are employed at these facilities to maintain a secure setting. Currently the JJC operates 3 of these sites. (see the following link for a map of these facilities). Please note that the seven parole offices listed in the link DO NOT require medical staffing**.** <https://www.nj.gov/oag/jjc/pdf/jjc_print_statemap.pdf>

**Secure Residential Community Home** - A residential community home designated as a step down from secure care facility for residents with good behavior.

**Sentinel Event** - An unexpected occurrence involving death or serious physical or psychological injury, or risk thereof.

**Shift Coordinator** - Means the staff person, by whatever name or title, with lead responsibility for overseeing operations during a work shift at a community program.

**Shift Supervisor** -Means the custody staff officer responsible for the maintenance of security during a tour of duty in a secure facility or secure facility satellite unit.

**Sick Call** - Term utilized by residents to request daily health care. The requests are reviewed by a Qualified Health care Professional for immediacy of need and intervention required.

**Staff Member** - Means any person employed by the State of New Jersey and assigned to the JJC, and includes full-time employees, part-time employees, per diem employees, and interns.

**Statewide Continuous Quality Improvement Committee** - consists of a statewide multidisciplinary team of JJC staff and Contractor staff who utilize a deliberate, defined process to focus on activities that are responsive to JJC needs and improving resident health.

**Specialized Vocabulary** - Vocabulary including, but not limited to, signing, lip reading and written language for deaf residents.

**Special Medical Conditions** - Medical conditions that dictate a need for close medical supervision and management.

**Special Medical Needs** - Care developed for residents with certain medical conditions that dictate a need for close medical supervision (e.g., seizure disorder, diabetes, potential suicide, pregnancy, chemical dependency, psychosis) or multidisciplinary care.

**Special Needs Residents** - A resident who meets criteria of a disorder per the most recent edition of the Diagnostic and Statistical Manual (DSM) which interferes with the resident’s ability to meet the functional requirements of prison life without mental health treatment.  A listing of all the special needs residents is kept in a roster called Mental Health Special Needs Roster (MHSNR).

**Special Staffing** - A multidisciplinary team of JJC staff members, in collaboration with the Contractor, responsible for the development, monitoring and amendment to a resident’s case action plan and treatment.

**Standard of Care** - treatment that is accepted by medical experts as a proper treatment for a certain type of disease and this is widely used by health care professionals. Also called best practice and Generally accepted Medical standards.

**Standing Medical Orders** - Orders to be carried out conditional upon the occurrence of certain clinical events.

**STAT** - Immediate, without delay

**State Contract Manager (SCM)** -The manager within the JJC Division of Administration designated to coordinate and issue approval of all deliverables, i.e., tasks, sub-tasks, or other work elements in the scope of work, on behalf of the relevant approval authorities within JJC.

**State Fiscal Year** – July 1 through June 30.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Suicidal Behavior Assessment** - A suicide behavior assessment is a comprehensive assessment that determines what an individual's risk is for suicide at a given point in time*.*

**Superintendent** - The Executive Officer of a JJC Facility, with responsibility for all daily operations at that location.

**Supplies** - Consumables purchased by the Contractor, reimbursed by the JJC, and used for the operational needs of the contract as indicated in RFP Section 3.1.6.

**Task** – A discrete unit of work to be performed.

**Telemedicine** -Means the use of telecommunications technology to allow health care professionals to evaluate, diagnose, treat, and support health care when distance separates healthcare staff and the juvenile/patient.

**Triage** - The sorting and classification of resident’s health requests to determine priority of need and the proper place for healthcare to be rendered.

**TST Testing** - Tuberculin Skin Test is a method used to determine if a person is infected with Mycobacterium tuberculosis.

**Urgent** **-** Medical treatment of illnesses or injuries that is not emergent but requires prompt medical attention.

Utilization Management plan utilizing techniques and policies for evaluating the necessity of medical treatments and services on a case-to-case basis.

**Utilization review Program** – Development of a process that evaluates the efficiency, appropriateness, and medical necessity of the treatments, services, procedures, and facilities provided to patients on a case-by-case basis.

**Vacancy** – The absence of personnel required to fill any of the positions specified in the Matrix on any given day.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third-Party Intellectual Property.

**Youth Worker** - JJC staff that assists in the planning and implementation of programs relating to the everyday living activities of JJC residents to provide for the emotional and social advancement of the individual child, and to ensure the safety and welfare of the residents.

# 3.0 SCOPE OF WORK

## 3.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall ensure that all aspects of resident healthcare are professionally managed, and residents are cared for consistent with the Standards of Care contained in this contract. The Contractor shall not enter into any contractual agreements that conflict with the terms of this agreement.

The Contractor shall provide high quality, comprehensive physical and mental health services to residents in the care and custody of the JJC in its Secure Care Facilities and Residential Community Homes (RCHs). The Contractor shall provide nursing & clinical services 24 hours per day, 7 days per week to the following secure care facilities:

* + New Jersey Training School for Boys;
  + Juvenile Medium Security Facility;
  + Juvenile Female Secure Care; and

* + Intake Facility.

The Contractor shall provide weekday onsite nursing & health care services to all RCHs.

The Contractor shall provide care in keeping with Generally Accepted Medical Standards. The Contractor shall provide a standard of care that is consistent with guidelines and protocols that experts consider most appropriate, also called "best practice(s)”. In addition to the resources the Contractor utilizes to deliver such care, the Contractor shall utilize the following resources to ensure it provides a standard of care that are generally accepted in the medical community for the treatment of a disease or condition:

* + Perry, Anne. G., Potter, Patricia, A., (2022). Clinical Nursing Skills and Techniques (10th ed.). Elsevier Inc;
  + National Commission on Correctional Health Care, *Standards for Health Services in Jails,* (2018), National Commission on Correctional Health Care;
  + Red Book (2018). Report of the Committee on Infectious Diseases, 31st Edition. By AAP Committee on Infectious Diseases;
  + Ferri, Fred., (2021). Ferri’s Clinical Advisor 2020: 5 Books in 1. Elsevier Inc.; and
  + Domino, Frank. J., (2020) 5-Minute Clinical Consult 2021 Premium.

In addition to the clinical standards included above, the Contractor shall ensure that its health care services are consistent with, but not limited to, the following agencies and organizations’ regulations and guidelines, and shall be able to adjust to the dynamic nature of the industry as required:

* + New Jersey Department of Health;
  + Center for Disease Control and Prevention;
  + Federal OSHA/State PEOSH;
  + US Public Health Service Task Force on Preventive Guidelines;
  + Federal Bureau of Prisons; and
  + Recognized professional healthcare organizations (e.g., American Academy of Pediatrics, American Diabetes Association, American Medical Association, National Commission on Correctional Health Care, etc.).

### 3.1.1 JJC POLICIES AND PROCEDURES

The Contractor shall comply with the policies and procedures set forth in the Health Services Policy Manual (HSPM) - Attachment 1 and any amendments/addendums following contract award. JJC will provide the Contractor with changes to its Healthcare and Safety Services Policy Manual applicable to this contract prior to the effective date of such changes. The Contractor shall assist in the design and recommendation of any new policies, procedures, and protocols for the care unit and medical health staff in concert with the JJC HSSU.

In cases where this contract conflicts with any laws, regulations, and/or JJC policies & procedures, the laws, regulations, policies & procedures shall prevail.

### 3.1.2 RESOLUTION OF RESIDENT HEALTHCARE DISPUTES

The NJDOC Medical Director/designee and/or JJC appointed physician specialist, shall be the final authority in matters of all resident healthcare disputes between the Contractor and JJC.

### 3.1.3 INFORMED CONSENT/RIGHT TO REFUSE HEALTHCARE TREATMENT SERVICES

The Contractor shall ensure that the resident receives the material facts about the nature, consequences and risks of any proposed treatment, examination or procedure and the alternatives to the same. The Contractor shall obtain a written informed consent in accordance with the HSPM.

In all cases in which the resident, after having been informed of the condition and the treatment prescribed, refuses treatment, the Contractor shall report the refusal to the JJC Health and Safety Unit and the facility Superintendent, or designee. The Contractor shall also document the incident in the appropriate section of the Electronic Medical Record (EMR) and any associated documentation filed into the Resident’s Medical Reference File (MRF).

### 3.1.4 RESIDENTIAL COMMUNITY HOMES (RCH)

The Contractor shall provide RCH residents the same care under the same conditions as committed residents in secure care facilities, except in those programs where the State has established other arrangements for the provision of healthcare services. The JJC will provide routine resident transportation to secure facilities via JJC vans. Emergency and non-emergent ambulances licensed in the State of New Jersey may provide transportation and shall be arranged for and paid for by the Contractor at a contractually agreed upon rate approved by the SCM/designee and remitted to JJC for reimbursement (see Price Schedule).

### 3.1.5 TELEMEDICINE USAGE

The Contractor shall refer to and comply with the policies and procedures listed in the HSPM, Policy HS:01.01, Section 8.13, Telemedicine Allowed in Emergent and Urgent Situations. For continuity of care, in person medical care shall be maintained and shall be the primary form of care. Subject to the availability of appropriate telemedicine equipment/facilities, telemedicine may be used wherever it is clinically acceptable and medically appropriate, as determined by the SCM/designee, in any discipline for urgent and emergent matters. This may include utilization of telemedicine for follow-up psychiatric or specialty care. Initial psychiatric evaluations specialty consultations shall be in person. Any proposed telemedicine program shall be approved by the JJC Contract Manager in advance of implementation.

### 3.1.6 OFFICE SPACE, SUPPLIES & EQUIPMENT

**Office Space**

The JJC will provide the Contractor with office space at facilities, and utilities to enable the Contractor to perform its duties and obligations under the contract. All office equipment such as computers, printers, copy and fax machines will be provided by the JJC, subsequent to approval by the SCM/Designee. The JJC will be responsible for all activation, installation and monthly charges associated telephone services, modems, and time clocks within a JJC facility.

**Equipment**

The Contractor shall be required to utilize existing office/medical equipment currently in place. The Contractor shall not lease or replace existing office/medical equipment without prior approval of the SCM/designee. The Contractor shall notify the SCM/designee of medical/office equipment determined to be faulty and/or no longer useful. The SCM/designee will make the final determination whether new office/medical equipment is needed. If determined by the SCM/designee that new medical equipment is needed, the Contractor shall procure and pay for said equipment. The Contractor must provide the SCM/designee with information, including price, on the replacement equipment Contractor intends to purchase and obtain approval from the SCM/designee before purchasing. The Contractor shall submit purchase invoices to the JJC for reimbursement.

**Supplies**

The Contractor shall also procure, stock, and pay for medical, pharmaceutical, office and miscellaneous supplies as needed for the operational aspects of the contract. All supplies following contract termination shall become the property of JJC. The Contractor shall submit purchase invoices, monthly, to the JJC for reimbursement. Purchases of supplies are not authorized until approval by the SCM/Designee has been received.

### 3.1.7 REGULATED MEDICAL WASTE (INFECTIOUS WASTE DISPOSAL)

The Contractor shall ensure compliance with State licensure, collection, storage, and removal of regulated medical waste and sharps containers in accordance with State and federal regulations N.J.A.C. 7:26-3A.1 et. Seq. promulgated pursuant to the authority of the Comprehensive Regulated Medical Waste Management Act, N.J.S.A. 13:1E-48.1 et. Seq. Bio-hazard training for persons working with medical waste, medical spills, or biohazards shall be conducted and in-service updates and training provided regularly, but no less than annually. The Contractor shall make payment to the DEP for registration fees, the cost of removal and disposal of regulated medical waste, and all related requirements and supplies. The Contractor shall submit purchase invoices to the SCM/Designee for approval. Upon approval of the purchase invoices, the JJC will issue reimbursement to the Contractor.

### 3.1.8 BUSINESS **ASSOCIATE** AGREEMENT

The Contractor may enter into Business Associate Agreements (BAA) to the extent permitted by the Health Insurance Portability and Accountability Act and Privacy Rule, as amended (HIPAA).  However, the Contractor must secure express written approval from the SCM/Designee prior to any disclosure of PHI whether under a BAA or otherwise.

### 3.1.9 DISASTER RECOVERY PLAN

The Contractor shall develop necessary policies and procedures that provide for the provision of healthcare in the event of a man-made or natural disaster. The Contractor’ disaster recovery plan is to be developed in conjunction with each JJC’s facility emergency plan and shall be made available to the SCM/designee within sixty (60) days of the Contract effective date.

The Contractor shall perform and evaluate an annual disaster recovery drill. The results of the disaster recovery drill shall be provided to the SCM/designee for review within 30 days of contract award.

The Contactor’s disaster recovery plan shall include at a minimum a callback list of all essential healthcare employees required to return in the event of a disaster.

### 3.1.10 CONFIDENTIALITY

The Contractor shall comply with “Section 1.3 Confidentiality” of the Health Services Policy Manual (HSPM) - Attachment 1. This shall include but is not limited to the Contractor complying with all federal and State laws and regulations regarding confidentiality applicable to resident medical records (e.g., N.J.S.A. 2A:4A-60 and the Health Insurance Portability and Accountability Act). As determined by the SCM, the Contractor shall not be required to make any report or keep any record which would either (i) breach a confidentiality requirement or (ii) constitute waiver of any privilege that the Contractor shall have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of medical and mental health records, the Contractor shall redact resident medical records to delete identifying information in connection with submission of such reports, in accordance with all applicable federal and State laws and regulations regarding confidentiality including N.J.S.A. 2A:4A-60, except for submission of reports to the JJC. The Contractor’s staff shall not have access to any records not directly related to the provision of medical or mental health care unless otherwise determined by the SCM/designee.

### 3.1.11 STANDARDS AND ACCREDITATION

In the event of a decision by JJC to pursue Correctional Health Care (NCCHC) accreditation, the Contractor shall take the lead in obtaining National Commission accreditation status.

### 3.1.12 NOT TO COMPETE OR NON-COMPETITION CLAUSES

The Contractor is prohibited from entering “Not to Compete” or “Non-Competition” clauses or covenants with employees and independent subcontractors, or any other party, which would prohibit said independent subcontractor or employee from competing, directly or indirectly, in any way with the Contractor.

Similarly, sub-contractors are prohibited from entering “Not to Compete” or “Non-Competition” clauses or covenants with employees who provide service to the JJC.

### 3.1.13 SUBCONTRACTING

Pursuant to Treasury Circular 05-14-OMB, the Contractor shall not subcontract more than 49.9% of the work required by this contract. If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor shall identify the proposed new subcontractor and the work to be performed. The Contractor shall provide detailed justification documenting the necessity for the substitution or addition to SCM/designee. The SCM/designee shall provide final written approval for all substitutions and additions prior to services being rendered by the subcontractor.

The Contractor shall provide detailed resumes of the proposed subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work, which the subcontractor of the Contractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor’s qualifications and experience must equal or exceed that of similar personnel in this contract.

## 3.2 STATEWIDE STAFFING REQUIREMENTS

The Contractor shall strictly adhere to the minimum staffing requirements established by this contract in RFP S**ection** **3**.2.4 and 3.2.5 STAFFING MATRIX. The Contractor shall notify the SCM/designee by email of any proposed changes to facility assigned staff within 12 hours of the requested change for employees absent more than 3 consecutive days. The notification must include the employee’s name, facility, employment hours, title/position, and justification for the change.

The JJC reserves the right to reduce or increase staffing based on the resident population and/or medical necessity of the facility as determined by the SCM/designee. If the JJC chooses to add additional staff to the matrix, the Contractor shall only charge the JJC the calculated assigned hourly rate from the price sheet for that title.

### 3.2.1 BACKUP STAFF

The Contractor shall maintain a sufficient pool of clinical professionals for backfilling positions. The pool of individuals must be oriented and trained for a corrections environment, have already passed appropriate background checks, and possess PREA training prior to providing services.

The Contractor will be allowed to utilize overtime rates in the event of an urgent need or emergency and only when the Contractor’s other staffing alternatives have been exhausted. The Contractor shall ensure that all essential functions are performed during the shift as would routinely be provided by regular staff. All overtime proposed by the Contractor shall be approved by the SCM/designee prior to assigning staff unless in the event of an emergency or urgent matter. In such cases notification should be made to the SCM/designee as soon as possible. All overtime shall be clearly documented by the Contractor and submitted to the SCM/designee in an approved Excel report no later than the 5th of the following month.

### 3.2.2 HEALTHCARE ON CALL REQUIREMENTS

**On Call Requirements**

The Contractor shall provide the SCM/designee with a monthly on-call schedule no later than five (5) days prior to the first day of each month. The schedule at a minimum should provide for a primary and secondary contact person, cell & home number, and the facilities they are responsible for.

The Contractor shall designate a medical physician and a mental health provider (psychologist or psychiatrist) for on-call services 24 hours per day, 7 days per week who shall respond to any on call administrative and/or medical problems via telephone within fifteen (15) minutes of attempted contact. Also, if requested by the facility superintendent or SCM/designee, the designated on-call may be required to return to the facility if needed. The Contractor shall distribute an Excel Workbook or Word document of on call personnel to facility administrative and security staff. This Excel Workbook or Word document shall be updated and redistributed as changes occur or quarterly, whichever comes first.

### 3.2.3 HEALTHCARE PERSONNEL LICENSURE AND PROFESSIONAL REQUIREMENTS

The Contractor shall ensure that all healthcare personnel are appropriately licensed and meet all pertinent State licensing requirements.

**Physician Specialist (MD)/(DO) – Pediatrics or Family Practice)**

The Contractor shall conduct credentialing of all its physicians and submit evidence of compliance to the SCM/designee. The Contractor shall maintain a physician file, which at a minimum must contain the following documents:

* + Signed copy of New Jersey license to practice medicine;
  + Current federal DEA certification waiver;
  + Current State of New Jersey CDS certification with address; and
  + Copy of Board Certification if other than primary care privileges are requested; and
  + Proof of Malpractice insurance.

**Nurse Practitioner (NP)/Physician Assistant (PA) – Family Practice or Pediatrics**

The Contractor shall ensure that any assigned nurse practitioner/physician assistant shall have and maintain a current and valid unrestricted license to practice in the State of New Jersey with appropriate certifications.

The Contractor shall ensure that the nurse practitioner/physician assistant has entered into a collaboration agreement with a responsible physician. The Contractor shall ensure that the collaboration agreement is approved by the Contractor’s Medical Director and filed with the SCM/designee, prior to the commencement of duty. The collaborative agreement shall be effective for no more than one (1) year. Prior to the expiration or termination of the agreement, a new and complete collaborative agreement shall be submitted to the SCM/designee. The Contractor shall prepare the collaborative agreement for the nurse practitioner/physician assistant.

**Registered Nurse (RN)**

The Contractor shall ensure RNs possess and maintain a current, valid, and unrestricted license to practice in the State of New Jersey and are CPR certified. RNs performing phlebotomy must be certified and demonstrate proficiency. RNs designated in leadership roles shall have a minimum of an advanced nursing degree (Bachelor of Science or higher) and two (2) years’ experience in a correctional healthcare environment and demonstrated adequate leadership for at least one (1) of those years.

**Licensed Practical Nurse (LPN)**

The Contractor shall ensure LPNs possess and maintain a current valid and unrestricted license to practice in the State of New Jersey, are CPR certified, and if performing phlebotomy are certified and demonstrate proficiency.

**Physician Specialist – Psychiatrist**

The Contractor shall ensure psychiatrists have obtained an M.D. or D.O. degree, are Board Certified, and have extensive experience in adolescent psychiatry. The Contractor shall also ensure psychiatrists’ have completed an accredited and approved psychiatric residency within the United States and have active applications for certification testing on file with the American Board of Psychiatry and Neurology. Candidates who are in the process of obtaining Board Certification must submit documentation of their specific status within this certification process.

The Contractor shall maintain a psychiatrist file, which at a minimum, must contain the following documents:

* + Signed copy of New Jersey license to practice medicine;
  + Current federal DEA certification waiver;
  + Current New Jersey CDS certification with address;
  + Copy of Board Certification; and
  + Proof of Malpractice insurance.

Forensic Mental Health Provider – Psychologist

The Contractor shall ensure forensic psychologists have a doctorate degree in psychology, experience, and training in psychological testing and measurements, and a valid/unrestricted license to practice in the State of New Jersey. The Contractor’s provider shall have experience dealing with sex offenders and have documented work experience in correctional and/or forensic psychology.

**Mental Health Provider**

The Contractor shall ensure mental health providers have a master’s degree in mental health counseling or social work plus two (2) years of post-degree experience. Mental health providers must have a valid/unrestricted license to practice in the State of New Jersey and shall have documented clinical experience in a correctional and/or forensic setting, or a strong interest and specialty skills that shall enhance the quality of the mental health services provided to the residents.

**Psychology Intern**

The Contractor shall ensure psychology interns have a master’s degree in mental health counseling or social work and are seeking to obtain a valid/unrestricted license to practice in the State of New Jersey.

Licensed Mental Health Provider (LCSW, LPC, LSW)

The Contractor shall ensure all mental health providers have a valid/unrestricted license to practice in the State of New Jersey and shall have documented clinical experience in a correctional and/or forensic setting, or a strong interest and specialty skills that shall enhance the quality of the mental health services provided to the residents.

### 3.2.4 MANAGEMENT STAFFING REQUIREMENTS

The JJC will provide the Contractor office space for the Contractor’s administrative staff at the JJC Spruce Street office in Ewing, New Jersey. If the Contractor elects not to use this space, or it otherwise becomes unavailable to the Contractor, then the Contractor shall establish and maintain a corporate office. This office shall be open for conducting business daily (Monday – Friday) except for recognized State holidays. The office shall be staffed between 8 a.m. and 5 p.m.

The Contractor’s staff shall include, at a minimum, the following full-time positions:

* + Medical Director – A New Jersey licensed physician responsible for the direction and supervision of all aspects of the medical program;
  + Director of Psychiatry – A New Jersey licensed physician responsible for the direction and supervision of all aspects of the mental health program;
  + Director of Pharmacy – A New Jersey licensed pharmacist responsible for the direction and supervision of all aspects of the pharmacy program;
  + Director of Nursing – A New Jersey licensed Registered Nurse responsible for the direction and supervision of all aspects of the nursing program;
  + (2) Nurse Managers North/South – Responsible for the directions and supervision of all aspects of nursing in their region; and

Management staffing requirements may be altered at the discretion of the JJC as needed. These 40-hour workweek positions will have occasional requirements for a longer workweek when the need arises.

|  |  |  |  |
| --- | --- | --- | --- |
| ***Management*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Medical Director | 8am – 5 pm, 8 HRS | Monday – Friday, 5 Days |
| 1 | Director of Psychiatry | 8am – 5 pm, 8 HRS | Monday – Friday, 5 Days |
| 1 | Director of Pharmacy | 8am – 5 pm, 8 HRS | Monday – Friday, 5 Days |
| 1 | Director of Nursing | 8am – 5 pm, 8 HRS | Monday – Friday, 5 Days |
| 2 | Nurse Managers North/South | 8am – 5 pm, 8 HRS | Monday – Friday, 5 Days |

The above listed titles are critical to the successful operation of the JJC. Therefore, the Contractor shall ensure that these key positions are staffed with qualified individuals who understand the 24-hour on-call nature of the JJC business.

### 3.2.5 STAFFING MATRIX

#### 3.2.5.1 PHYSICAL HEALTH

The Contractor shall maintain the following staffing matrix for each facility listed below:

|  |  |  |  |
| --- | --- | --- | --- |
| ***New Jersey Training School (NJTS)*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 2 | Registered Nurse | Shift 1 – 6am – 2:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Licensed Practical Nurse | Shift 1 – 6am – 2:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Registered Nurse | Shift 2 – 2:00 pm – 10:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Licensed Practical Nurse | Shift 2 – 2:00 pm – 10:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Registered Nurse | Shift 3 – 10:00 pm – 6:30 am, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Licensed Practical Nurse | Shift 3 – 10:00 pm – 6:30 am, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Physician Specialist MD/DO | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Johnstone Medium Secure Facility (JMSF)*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Registered Nurse | Shift 1 – 6am – 2:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Licensed Practical Nurse | Shift 1 – 6am – 2:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Registered Nurse | Shift 2 – 2:00 pm – 10:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Licensed Practical Nurse | Shift 2 – 2:00 pm – 10:30 pm, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Registered Nurse | Shift 3 – 10:00 pm – 6:30 am, 8 HRS | Sunday – Saturday, 7 Days |
| 1 | Nurse Practitioner | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |

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| --- | --- | --- | --- |
| ***Residential Community Homes (RCH) – Northern Region*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Nurse Manager | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
| 1 | 1Nurse Practitioner | 7:30 am – 11:30 am or 11:30 am – 3:30 pm, 4HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Warren Residential Community Home*** | | | |
| 1 | Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Voorhees Residential Community Homes*** | | | |
| 1 | Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Northern Region Independence and Reentry Success Center*** | | | |
| 1 | Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Residential Community Homes (RCH) – Southern Region*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Nurse Manager | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
| 1 | 1Nurse Practitioner | 7:30 am – 11:30 am or 11:30 am – 3:30 pm, 4 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***D.O.V.E.S. & Albert Elias Residential Community Home*** | | | |
| 1 | 2Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Costello Preparatory Academy & Pinelands Residential Community Home*** | | | |
| 1 | 2Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Ocean & Southern Secure Residential Community Home*** | | | |
| 1 | 2Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |
|  |  |  |  |
| ***Vineland Preparatory Academy*** | | | |
| 1 | Registered Nurse | 7:30 am – 4 pm, 8 HRS | Monday – Friday, 5 Days |

1 Nurse Practitioners (NPs) working 20 hours a week shall be required to travel to all RCHs in their respective region based upon Director of Nursing/Nurse Manager(s)/SCM assessment of medical needs of the RCH. Travel time between RCHs shall not count towards hours required to work.

2 Registered Nurses (RNs) working for two (2) Residential Community Homes shall be required to travel between RCH’s during the workweek. The Department Nurse Manger shall schedule RNs based on the medical needs of the RCH as determined by the Nurse Manager and/or SCM/designee. Travel time between RCHs shall not count towards hours required to work.

3The Northern Region Nurse Manager shall maintain his or her office at the New Jersey Training School (NJTS) and shall be responsible for traveling and managing JJC’s Northern Residential Community Programs. The Southern Region Nurse Manager shall maintain his or her office at the Johnstone Medium Secure Facility (JMSF) and shall be responsible for traveling and managing JJC’s Southern Residential Community Programs.

All full-time personnel who work solely at one facility shall be on-site for a minimum of 40 hours per week. A 40-hour work week shall consist of an 8-hour workday and an additional meal period of thirty (30) minutes, which shall not be considered time worked.

This staffing matrix may be altered at the discretion of JJC to flex up /flex down as needed.

#### 3.2.5.2 MENTAL HEALTH

The Contractor shall maintain the following staffing matrix for each facility listed below:

|  |  |  |  |
| --- | --- | --- | --- |
| ***New Jersey Training School (NJTS)*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Physician Specialist – Psychiatrist | 9am – 1pm, 4 HRS | Monday – Wednesday, 3 Days |
| 1 | Forensic Mental Health Provider, Bilingual | 9:00 am – 5:00 pm, 8HRS | Monday – Wednesday, 3 Days |
| 1 | Forensic Mental Health Provider, Sex Offender | 9:00 am – 5:00 pm, 8HRS | Thursday – Friday, 2 Days |
| 1 | Forensic Mental Health Provider, Mental Health | 9:00 am – 5:00 pm, 8HRS | Monday, Wednesday, Friday, 3 Days |
| 2 | 2Mental Health Providers | 9:00 am – 5:00 pm, 8HRS | Monday – Friday, 5 Days |
| 1 | Psychology Intern | 1:00 pm – 5:00 pm, 4 HRS | Monday – Friday, 5 Days |

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| --- | --- | --- | --- |
| ***Johnstone Medium Secure Facility (JMSF)*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | Physician Specialist – Psychiatrist | 9:00 am – 1:00 pm, 4 HRS | Thursday – Friday, 2 Days |
| 1 | Forensic Mental Health Provider, Bilingual | 9:00 am – 5:00 pm, 8HRS | Thursday – Friday, 2 Days |
| 1 | Forensic Mental Health Provider, Sex Offender | 9:00 am – 5:00 pm, 8HRS | Monday – Wednesday, 3 Days |
| 1 | Forensic Mental Health Provider, Mental Health | 9:00 am – 5:00 pm, 8HRS | Tuesday, Thursday, 2 Days |
| 2 | 2Mental Health Providers | 9:00 am – 5:00 pm, 8HRS | Monday – Friday, 5 Days |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Vineland Preparatory Academy & Costello Preparatory Academy*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | 1 Mental Health Provider | 9:00 am – 5:00 pm, 8 HRS | Monday – Friday, 5 Days |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Voorhees & Warren Residential Community Home*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | 1 Mental Health Provider | 9:00 am – 5:00 pm, 8 HRS | Monday – Friday, 5 Days |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Ocean & Pinelands Residential Community Home*** | | | |
| **# Positions** | **Title** | **Work Hours** | **Work Week** |
| 1 | 1 Mental Health Provider | 9:00 am – 5:00 pm, 8 HRS | Monday – Friday, 5 Days |

1 Mental Health Providers working for two (2) RCHs shall be required to travel between RCHs during the workweek. The Physician Specialist or designee shall schedule Mental Health Providers based on the medical needs of the RCH and/or as determined by the SCM/designee. Travel time between RCHs shall not count towards hours required to work.

2 Mental Health Providers working at JMSF or NJTS shall be required to travel to Northern Region Independence and Reentry Success Center, D.O.V.E.S., Albert Elias Residential Community Home and the Juvenile Female Secure Care and Intake Facility. The Physician Specialist or designee shall schedule Mental Health Providers based on the medical needs of the facility and/or as determined by the SCM/designee. Travel time between RCHs shall not count towards hours required to work.

All full-time personnel who work solely at one facility shall be on-site for a minimum of 40 hours per week. A 40-hour work week shall consist of an 8-hour workday and an additional meal period of thirty (30) minutes, which shall not be considered time worked.

### 3.2.6 **STAFFING** LEVEL CHANGES

The Contractor shall ensure that any requests for staffing level adjustments (i.e., reallocation or reduction of staff) be submitted in writing to the SCM/designee. The Contractor shall provide written requests for all staffing reallocation or reductionadjustments to the SCM/designee at least two (2) weeks prior to the change and scheduled oversight meetings.

Should there be an unanticipated increase or decrease to the resident population resulting in the need for increased or decreased medical or mental health staff coverage, the Contractor shall submit a revised staffing plan to the JJC SCM/designee for consideration. JJC reserves the right to alter the staffing level as needed based on fluctuations in the JJC census and acuity.

The Contractor shall ensure that adjustments to staffing level shall not exceed the rates included in the price schedule.

All proposed adjustments by the Contractor require the written approval of the SCM/designee prior to implementation.

### 3.2.7 TRANSLATION AND BILINGUAL PERSONNEL REQUIREMENT

The Contractor shall provide phone interpreter services and/or video sign language services. Translation services must be available 24 hours a day, seven days a week. The Contractor may utilize a third-party service or its own certified personnel. The Contractor shall not engage residents to act as interpreters. JJC employees fluent in the relevant foreign language may be used as interpreters only in emergency situations and with written consent from the resident. The use of translation services must be documented into the EMR and any physical documentation filed into the resident’s MRF.

### 3.2.8 COMPENSATION AND BENEFITS TO PERSONNEL

The Contractor shall have the sole and exclusive responsibility for determining the compensation, conditions and benefits of employment or engagement of its staff and subcontractors. The Contractor shall be compensated for actual hours worked monthly. Any proposed staff salary increases shall be sent to the SCM/Designee for informational purposes no less than 60 days prior to implementation.

### 3.2.9 STAFF MEETINGS

The Contractor shall ensure that appropriate professional personnel attend all staff meetings as required. These meetings may include, but are not limited to; quality assurance, morbidity, and mortality (M&M) reviews, risk management, discharge planning, treatment team and peer review**.**  Personnel that have not been formally approved by the SCM/designee, shall not report to any staff meetings.

### 3.2.10 JOB/POST DESCRIPTIONS

The Contractor shall provide all written job specifications to the SCM/designee, for review and approval. The Contractor shall ensure that each of its employees have a signed job description in his/her personnel file.

### 3.2.11 EMPLOYMENT AND TERMINATION

The JJC will make the final determination on employment approval for all personnel who provide services under this contract. The JJC will have the option to interview all proposed Contractor candidates. The Contractor shall provide all necessary candidate documentation to the SCM/designee.

The Contractor shall notify the SCM/designee, of staff terminations twenty-four (24) hours prior to removing the employee. The Contractor shall provide written documentation notifying the SCM/designee, of staff terminations based upon disciplinary infraction related to clinical care, specifically, violations of N.J.S.A. 45A:11 et. seq., New Jersey Board of Nursing Statutes; N.J.A.C. Title 13, Chapter 45A, Uniform Regulations; N.J.S.A. 45:1 et. seq, Uniform Enforcement Act. In the event of a violation of the practice act stated immediately above, the Contractor shall notify the appropriate professional licensing board. When the Contractor finds it necessary to remove, suspend or discharge an employee immediately to minimize disruption or damage, the Contractor shall not delay acting if consultation with JJC is not feasible. However, the Contractor shall ensure that the SCM/designee is immediately contacted by telephone.

In the event the JJC’s Office of Investigation (OOI) investigates a contracted employee, the JJC will notify the Contractor If the finding is substantiated or is returned in the affirmative. The JJC will immediately contact the Contractor and will provide directions as to how the Contractor shall address the finding. The Contractor shall immediately follow through in any direction provided by the JJC.

### 3.2.12 ONBOARDING/BACKGROUND CHECK

The Contractor’s staff shall be subject to a background investigation conducted by the JJC to determine suitability for initial and/or continued work at a JJC facility. JJC will conduct a criminal background check, Child Abuse Record Information (CARI) check, and fingerprinting prior to any contracted staff entering a JJC facility. Prior to the commencement of on-site work, each member of the Contractor’s staff and subcontractors shall also obtain a JJC ID card and complete a security orientation. Contractor staff shall always wear their ID cards on JJC premises. The Contractor shall work with JJC Support Services staff to ensure ID cards are secured in a timely manner. The Contractor shall schedule appointments for ID cards and secure the ID cards in advance of the employee reporting to a JJC facility. Contracted staff reporting to a JJC facility prior to receiving their JJC ID cards will be denied access to the facility. The SCM/designee will provide the contact information for JJC Support Services. The Contractor shall collect and return JJC ID cards of terminated employees to the JJC in 24 hours.

The Contractor shall ensure that, within 30 days of employment, its personnel attend and complete an orientation provided by the JJC, which will cover security regulations and procedures. The site-based training shall not preclude new hires from beginning work prior to the completion of training. The Contractor, and its personnel, shall be subject to, and shall comply with, all security regulations and procedures of the JJC and facilities, including, but not limited to, sign-in and sign-out processes and searches of person and property. Violation of security regulations and procedures may result in the Contractor’s employee, or subcontractor, being denied access to the facility. In this event, the Contractor shall provide, subject to JJC approval, an alternate staff member to supply services within the timeframe required in Employment and Termination Section of the RFP.

The JJC will provide security for the Contractor’s employees and agents consistent with security provided to JJC employees.

### 3.2.13 EMPLOYEE MEALS

Due to the secure nature of facilities, employees are not permitted to bring food items inside the security perimeter, and often refrigerated storage and outside dining space are not readily available. In addition, movement in and out of facilities for meals is often difficult.

Consequently, the State provides mid-shift meals on-site for State employees. The State intends to provide access to the same meals for the facility-based personnel of the Contractor without cost to the Contractor.

## 3.3 MEDICAL SERVICES

### 3.3.1 ADMISSION SERVICES - MEDICAL SERVICES INTAKE

#### 3.3.1.1 Initial Resident Screening

The Contractor Provider shall perform a screening within four (4) hours upon arrival of a resident to the JJC intake unit or to a residential community home if a probationer. However, immediate medical/mental health needs should be addressed immediately. All admission processes shall be documented as indicated on the EMR record by the Contractor provider. The Contractor provider shall be responsible for all entries into the EMR of all residents underlying medical conditions and/or of directives delineating resident wishes.

The resident screening performed by the Contractor must be performed by a QHCP to ensure prompt recognition of immediate medical and mental health needs. Immediate referral of all residents who provide affirmative responses on the receiving screening shall be immediately made to the RN/NP/MD on duty for evaluation. This screening shall be immediately documented on the appropriate EMR record, and any physical documentation filed into the resident’s MRF. If the Contractor prefers, an RN, NP/PA or MD/DO may conduct this screening in conjunction with the resident intake evaluation or intake physical examination.

#### 3.3.1.2 Resident Intake Evaluation

A complete resident intake evaluation shall be performed on the date of arrival by an LPN or RN. If the Contractor prefers, an NP/PA or MD/DO may conduct this evaluation. The evaluation shall consist of a review of all available medical records, applicable admitting information, and confidential resident interview and reaching out to sending facility or previous providers as needed.

For residents with difficulties communicating (e.g., foreign speaking, developmentally disabled, illiterate, deaf, or blind), they must understand how to access healthcare services and additional resources (e.g.., language line, sign language interpreter) should be utilized. The contractor shall ensure proper resources are in place for residents with difficulties communicating (e.g., foreign speaking, developmentally disabled, illiterate, deaf, or blind) to obtain access to healthcare services and additional resources (e.g.., language line, sign language interpreter) shall be readily available and utilized as needed.

The resident intake evaluation screening must ensure that the Contractor’s medical staff obtain a complete medical history and physical and respond to the residents’ medical and psychiatric problems as soon as possible, but within a 24-hour period of arrival, to determine if medication is required and to ensure that referrals to a higher level of medical provider for specialty healthcare and/or suicide precautions are made if clinically appropriate. Screening information shall be documented on the appropriate EMR record immediately and appropriate referrals for emergent, urgent, and routine assessment to be immediately processed. Within 24 hours of the initial intake the Master Problem List must be initiated. In the case of probationer resident entering a residential community home, the Master problem list must be initiated within 7 days.

The resident intake evaluation shall include, but not be limited to, the following:

* + Document legal guardianship, next of kin, emergency contact information;
  + Complete set of vital signs (i.e., blood pressure, height, weight, temperature, pulse, respiration including height and weight and three (3) peak expiratory flow readings for residents with history of asthma or a pulmonary condition, to include an oxygen saturation concentration percentage reading);
  + Document allergies and/or any adverse reactions to medications;
  + Determine cultural and/or language needs;
  + Document medical history including hospitalizations for physical or psychiatric problems;
  + Document alert information including seizures, respiratory problems, diabetes, possible pregnancy, heart condition;
  + Determine if the resident has signs and/or symptoms of contagious infection, including lice, scabies, vomiting, jaundice, varicella, fever, skin rash, diarrhea, cough, or other conditions;
  + Pain evaluation including location, duration, and intensity;
  + All current medications and dosage including psychotropic medications;
  + Last menstrual period, pregnancies;
  + Health habits;
  + Activities of Daily Living;
  + Mental Health Evaluation (See RFP Section 3.5.3.3, Intake Psychological Evaluation);
  + Determine if the resident requires health education;
  + Risk screening for immediate mental health attention and suicide risk (i.e. high risk symptoms or diagnostic history of affective disorder, panic, schizophrenia, alcohol or other drug abuse, borderline personality, anti-social behavior, family history, mini-epidemic in the community, chronic illness, disfigurement, decreased mobility, losses, prior psychiatric hospitalization within the past year, current suicidal ideation, recent attempts, history of attempts, expected intent and outcome of such, severity, feelings associated with the act, frequency of thoughts, pre-mediation, current availability of means, likelihood of being rescued in past attempts, presence of command hallucinations, dissociation, agitation, delirium, anhedonia, severe anxiety, hyper-religiosity, hopelessness, helplessness, confusion, bizarre and unpredictable behavior).

#### 3.3.1.3 Resident Intake Physical Examination/Comprehensive Health Appraisal

The Contractor provider shall complete a comprehensive physical health examination within 24-hours of a resident’s admission to a secure care facility and within seven (7) days of a probationary residents’ intake into an RCH, excluding weekends and holidays for RCH facilities only. The examination shall include, but is not limited to, the following:

* + Review of information recorded during the initial intake screening and assessment;
  + Review of all available medical records;
  + The ordering and initiation of any laboratory tests deemed medically appropriate, to include at a minimum: HIV testing (with opt-out option);
  + The testing for sexually transmitted diseases (GC/CT and RPR) and Hepatitis C;
  + Review all medications and other physician’s orders that the resident is currently receiving prior to admission;
  + Initiation of orders deemed medically necessary by the NP/PA or MD/DO;
  + Physical examination for evidence of ectoparasites;
  + Administration of Mantoux/PPD skin test for tuberculosis and/or screen for symptoms if past positive per the Contractor tuberculosis procedures. Chest x-rays as medically appropriate;
  + For female residents’ pregnancy testing, rapid urinalysis, a PAP smear (if age appropriate) and blood draw;
  + Basic visual acuity screening using Snellen Chart and hearing screening/audiology testing.
  + Review of the resident’s immunization history and updating the history as needed;
  + Create a master problem list recorded on the appropriate EMR by the MD/DO or NP/PA with physical documentation filed into the resident’s MRF. In the event the resident requires chronic clinical care, a treatment plan shall be developed for the residents’ specific needs; and
  + For residents with no identified medical/mental health problems, this shall be recorded on the EMR as well with the date, time and signature of provider making the entry, with physical documentation filed into the resident’s MRF.

The health appraisal shall also include, but not be limited to, the following elements:

* + Written orders for any necessary medication and/or treatment;
  + Appropriate referrals for medical, dental and/or mental health treatment and/or follow up shall be documented in the EMR and MRF;
  + Recommendation for resident classification regarding suitability and/or restrictions for housing and job assignments; and
  + Initial dental examination and treatment plan which shall be documented in the EMR with physical documentation filed into the resident’s MRF.

For High Risk and Chronic Care Indicators:

* Three (3) peak expiratory flow rate readings for residents with a history of asthma or emphysema, to include oxygen saturation concentrations percentage reading; and
* Enrollment in appropriate Chronic Care Clinics and first evaluation with “Care Plan” completion by medial provider.

The health appraisal is considered complete when the physician or nurse practitioner/physician assistant reviews all intake evaluations and test results regarding the new resident and certifies that all necessary referrals, medications, orders, and treatment have been appropriately handled.

### 3.3.2 RESIDENT TRANSFER & DISCHARGE

#### 3.3.2.1 Resident Transfer

Residents being transferred between JJC facilities shall have the appropriate evaluations completed and documented in the EMR before departure and upon arrival. Specifically, the arrival screen should be conducted by a nurse on site. The sending and receiving nurse must complete the suicidal behavior assessment and PREA questionnaire for the outbound and inbound transfer in the EMR for each resident. The receiving facility’s provider shall review the transfer summary with particular emphasis upon medication continuity, attention to pending appointments and identification of ongoing mental health needs immediately upon arrival. The receiving facility shall make the necessary referrals for medical, mental health, dental care or follow-up as required. The Contractor shall ensure that the outbound and inbound screening process is completed within 24 hours of departure/ arrival. For continuity of care, medical treatment for a specialist should be continued. However, new appointments should be rescheduled in the receiving facility’s community with an area provider.

The Contractor shall supply residents transferred from a secure care facility to an RCH or other transitional program with a 30-day supply of prescribed medication, including psychotropic medication as well as insulin syringes, to ensure continuity of care. The medication supply should be placed in a sealed bag/envelope and handed directly to the transporting officer or youth worker, not the resident. A chain of custody medication vouchers should be executed and accompany the medication. Upon arrival at the next facility, the receiving nurse will verify the contents of the envelope and sign the voucher which subsequently will be scanned into the EMR.

#### 3.3.2.2 Resident Discharge

The Contractor provider shall complete and document a health evaluation for all residents scheduled for probation/release two (2) weeks prior to their release date if requested. The evaluation must be conducted by a licensed NP/PA/MD/DO and consist of a head-to-toe systematic examination. The Contractor shall also schedule follow-up appointments for residents with chronic medical condition and/or for pending clinical need, prior to the resident being released. The health evaluations shall be documented in the EMR and any physical documentation filed into the MRF. A resident refusal for medical evaluation shall be documented in the EMR, signed by the resident, and witnessed by the QHCP and filed in the medical reference file.

The Contractor shall supply discharged residents with a 14-day supply of prescribed medication, excluding controlled substances but including psychotropic medication. The Contractor shall also provide a prescription for an additional 2-week supply as well as insulin syringes, to ensure continuity of care. For residents under 18 years of age, the medication will be given directly to the guardian via the transporting personnel.

### 3.3.3 PERIODIC HEALTH EVALUATIONS

In addition to annual physicals, the Contractor provider shall complete health evaluations as requested which shall consist at a minimum of gynecological and obstetrics services, kitchen or work clearances, and medical clearances to RCH.

#### 3.3.3.1 Periodic Medical Evaluations GyNECLOGICAL AND OBSTETRICAL SERVICES

The Contractor shall develop, with the assistance of the SCM/designee, a healthcare evaluation program for residents requiring gynecological and obstetrical services that is age appropriate and in accordance with currently accepted medical standards. The Contractor shall provide onsite routine gynecological services in accordance with generally accepted medical practices. Preventive screening for menstrual abnormalities, ovarian or cervical abnormalities, and other gynecological conditions shall be provided. The Contractor shall ensure that residents with abnormal results be informed of their screening/test results and receive appropriate and timely follow-up testing and medical intervention. The Contractor shall provide obstetrical care by a licensed Obstetrician for all pregnant residents. The Contractor may utilize a nurse midwife, under the supervision of an obstetrician for prenatal care and delivery. If requested by the resident, services for the termination of pregnancy shall be arranged by the Contractor in consultation with the JJC. The Contractor shall provide an on-site pre- and post-partum care program that meets the needs of pregnant residents during and after the birth of the baby.

#### 3.3.3.2 Kitchen Clearance/Resident Worker Evaluations

The Contractor provider shall complete a health evaluation for all residents assigned to the kitchen or who may be involved in the handling of food products. The Contractor provider shall ensure that residents are free from transmissible disease. The Contractor shall provide the results of the evaluation to the SCM/designee and facility staff.

#### 3.3.3.3 Medical Clearance To RCH

The Contractor provider shall conduct a health assessment to determine a resident’s suitability for transfer to an RCH program, or other alternative setting once the resident is classified to move to the next program. The purpose of this health assessment will be to determine if any health needs exist which could preclude the resident from thriving in the new program. The evaluation should consist of a review of the residents past medical history and current health status along with an in-person exam if necessary. Based upon the findings of this evaluation, education can be provided to the next facility so they may support the resident’s health needs allowing the resident to continue to thrive in their environment. Physician/NP/PA shall conduct the assessment/review and document the results on the appropriate EMR screen entitled Medical Clearance Screen and complete any other related forms as needed. The Physician/NP/PA shall ensure that any contraindications to transfer shall be communicated to the SCM/designee, the classification unit and the HSSU within seven (7) days of the evaluation. These health assessments shall occur when the contractor is notified by the classification unit that a resident is classified for RCH placement.

### 3.3.4 SICK CALL AND DAILY TRIAGING OF PHYSICAL HEALTH COMPLAINTS

The Contractor shall provide for a sick call service that establishes appropriate triage procedures for resident health care requests. The service must be available 24 hours a day seven (7) days of the week, including holidays. Sick calls must be triaged by an RN, NP/PA, or physician, regardless of housing location. The Contractor shall ensure resident health care requests be reviewed, triaged, and treated within twenty-four (24) hours of a sick call request being submitted by the resident. The sick call request should be time and date stamped. Collection and review of all sick call request slips will take place seven (7) days a week, including holidays and weekends. For those facilities without daily nursing service, the sick call request slip will be reviewed on the next scheduled workday.

In secure care facilities, all health care requests shall be triaged and referred for appropriate treatment during the shift it was received. All medication matters shall be handled by the appropriate healthcare provider during the shift. The Contractor shall document the triage, examination, and subsequent treatment on the appropriate EMR screen and file physical documentation into the MRF. The Contractor shall ensure that approved nurse evaluation and assessment tools are utilized to manage the resident's complaints and/or refer to the physician or practitioner as necessary. Immediate referral to a higher-level practitioner will be done as clinically indicated. Also, such referral is required when the resident has been seen multiple times within a two-week period for the same complaint. Due to security conditions, when a resident is scheduled to visit a health professional outside the facility, the Contractor shall ensure that residents are not provided with any off-site appointment date information.

The Contractor shall ensure that all triage activity be under the supervision and/or review of a registered nurse. Emergencies are to be assessed twenty-four (24) hours a day, seven (7) days a week and appropriate referral and care be provided. The Contractor shall provide contact information for an after-hours QHCP for facilities not staffed with nursing care around the clock. On days the RCH nursing staff is not available to provide sick call assistance, resident complaints (not covered by Standing Medical Orders) are communicated to the on-call Nurse Manager. If the sick call is not an emergency, follow up with the RCH’s provider shall occur within 24 hours Monday-Friday and 72 hours if over a weekend/holiday.

The Contractor shall file the original sick call slip into the resident’s MRF and scan the sick slip into the EMR. The medical department at each facility in conjunction with the facility superintendent have procedures that enable all residents (including those in restricted housing units) to submit requests for healthcare services daily.

The JJC is committed to providing custody support to ensure timely and confidential face-to-face access to residentsfor sick call encounters. In secure care facilities, the Contractor’s personnel shall be accompanied by custody staff in restricted housing units. At the request of the Contractor, custody staff will open individual cell doors to provide access to residents when no safety concerns are present. Additionally, as necessary, when no safety concerns exist, the Contractors may request that residents be brought out of their individual cells into clinical areas for treatment accompanied by custody staff.

The Contractor shall ensure that its staff reports any problems and/or unusual incident to the JJC HSSU in a timely manner.

### 3.3.5 INFIRMARY SERVICES

The Contractor shall fully utilize New Jersey Training School for Boys (NJTS) Infirmary units consistent with acceptable medical standards for committed NJTS residents. The Contractor shall adhere to, at a minimum, the following standards:

* + A physician shall be on site eight (8) hours a day Monday through Friday during normal business hours to provide acute and chronic primary care services within the confines of the facility. After normal business hours, and on weekends and on holidays, a physician shall also be on-call 24 hours a day, 7 days a week. In the absence of the on-site physician during normal business hours, the Contractor shall provide on-site coverage by another qualified physician; and
  + Supervision of the infirmary shall be by a RN, 24 hours per day, and 7 days a week.
  + A complete nursing admission assessment of a resident consisting of a structured inquiry and observation of immediate medical needs and treatment and to identify and meet any ongoing current health needs will be performed and documented within the first hour of admission to the infirmary. The appropriate healthcare personnel shall be on duty, as dictated by staffing matrix requirements. The Contractor, after discussion with the HSSU, may make daily adjustments to staffing matrix if the resident census and acuity levels fluctuate.
  + There is a manual of nursing procedures readily accessible to all clinical staff.
  + Within four (4) hours upon arrival in the infirmary for admission, patients shall have a documented physical examination resulting in infirmary admission orders.
  + Completion of a nursing care plan shall occur within 4 hours of admission; and it shall be maintained and updated as required based on current needs and the physician’s treatment order.
  + Residents assigned to the infirmary must be always within sight or sound of staff personnel.
  + All encounters, infirmary or otherwise shall be documented on the appropriate EMR screen using the Subjective, Objective, Assessment, Plan (SOAP) note format.
  + Admission to and discharge from the infirmary shall require the order of a physician. The physician provider must sign admission notes and discharge treatment plans and shall be required for each infirmary stay.
  + Infirmary rounds shall be conducted by an RN on each shift (including weekends and holidays) and by a MD daily Monday through Friday (excluding holidays).
  + Residents requiring care beyond the capability of the infirmary shall be hospitalized at licensed community hospitals or other appropriate licensed healthcare facilities.

The Contractor shall ensure that female residents housed at Juvenile Female Secure Facility (JFSCIF aka Hayes) who require 24-hour medical care be housed in an observation bed and provided 24-hour nursing care. If female residents require care beyond the capacity of the nursing staff, the Contractor shall ensure that the resident receive care at a licensed community hospital or other appropriate licensed healthcare facility.

### 3.3.6 ANCILLARY SERVICES

The Contractor shall fully utilize the on-site facility equipment for ancillary services when feasible and shall ensure payment of all off-site diagnostic services as required. The Contractor shall arrange for regular on-site ancillary services, including but not limited to X-ray, ECG, and ultrasound services. When JJC equipment is utilized, the Contractor shall accept this equipment as-is. While the equipment belongs to the State and is registered in the State’s name, the Contractor shall assume responsibility for any necessary registration renewal, repair, inspection, maintenance, calibration, replacement, etc.

The Contractor shall ensure persons having the appropriate credentials shall provide all ancillary services. The Contractor shall ensure that when tests are sent to another State for analysis, consultation, and/or interpretation, the individuals and facilities rendering these services havecurrent/valid credentials to do so in New Jersey. This shall include full and unrestricted New Jersey licensure for all physicians involved. Examples of the above include physicians supplying ECG interpretation, radiology interpretation, etc., must be licensed in the State of New Jersey. State Law (N.J.S.A. 52:17B-41) et. seq.

The Contractor shall make arrangements for the provision of reasonable and necessary medical care for JJC residents that exceed the resources available within the confines of the facility. Such as, but not limited to, laboratory services, out-patient clinics, optometry/optical services, and radiology services upon commencement of this agreement. All off-site physical health services required in the diagnosis and treatment of an illness shall be managed by the Contractor. The Contractor shall submit purchase invoices to the JJC for reimbursement.

The Contractor shall ensure that all off-site services are provided within the time frame specified by the referring physician and result in a legible report in the resident’s medical record within seven (7) days after the appointment. The Contractor shall ensure that residents returning from an off-site provider appointment have a written report that, at a minimum, contains the following:

* Reason for consultation (Subjective);
* Appropriate exam/ lab findings (Objective);
* Diagnosis (Assessment);
* Discharge Plan(s); and
* Follow up requirements for appointment or testing, if necessary.

The Contractor shall ensure that all recommendations involving any special procedures or non-routine follow-up be communicated verbally and in writing between the off-site consultant and the contractor’s primary care provider within twenty-four (24) hours of the consult. The Contractor shall arrange for establishing an outpatient and specialty services network in the community surrounding the facility and subsequent negotiation of provider rates. The Contractor shall utilize the JJC Medicaid look-alike number for all committed residents. The Contractor shall ensure that all claims related to services are processed and reviewed by the NJ Medicaid office and submitted to JJC for payment.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

#### 3.3.6.1 LABORATORY SERVICES

The Contractor shall provide all medical laboratory service for JJC residents. This includes, at a minimum, supplies, forms, printers,and tests. Lab services shall include a mechanism to ensure the availability of instant (STAT) services, which may require an agreement with a local hospital should the lab response not be sufficiently timely for a given location. The Contractor shall also provide for daily pickup and delivery of specimens and reports. The Contractor shall ensure that all laboratory results be available in HL7 format suitable for importation into the EMR. The Contractor’s laboratory services shall utilize a bi-directional interface so that orders may be placed electronically, and results can be received electronically and downloaded directly into the EMR. The Contractor shall arrange for laboratory services only with companies that are equipped to transmit data electronically into the EMR.

The Contractor shall ensure that a physician review all routine lab results within the timeframes per RFP section 3.6.7 Performance Indicators. The Contractor shall ensure that the physician documents this review by initialing and dating the lab report. To assess the follow-up care indicated, and to screen for discrepancies between clinical observations and laboratory results, the Contractor shall ensure that the physician documents all lab results and address all abnormal lab results in the EMR. When STAT report results are received and there is no on-site physician available, the Contractor shall ensure that the physician on call be notified immediately by phone upon the availability of such results. A nurse practitioner/physician assistant may review routine lab results in lieu of a physician performing this service.

As requested by the JJC, the Contractor shall arrange for the collection of specimens needed for any testing required by State law and/or court order only. This may include DNA tests or similar items that require the drawing of blood. Currently, State law N.J.S.A. 53:1-20.20 et seq. and applicable regulations generally require DNA collection via buccal swabbing upon commencement of the period of confinement

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

#### 3.3.6.2 RADIOLOGY SERVICES

All routine x-rays shall be completed on-site by the Contractor utilizing JJC equipment. Should fixed x-ray equipment not be available on-site, then portable services shall beprovided by the Contractor. All diagnostic imaging, fluoroscopy, and special studies such as MRI, CAT scans and ultrasounds shall be provided and paid for by the Contractor. The Contractor shall ensure that all testing is done by a registered technician and diagnosed by a New Jersey licensed, Board Certified radiologist. The Contractor shall ensure that all results are reported to the facility within 24 hours of the test and results are documented in the EMR and any physical documentation filed into the MRF.

A mechanism shall be developed by the Contractor for the rapid reporting of STAT and/or abnormal results. The Contractor shall ensure that the on-call physician shall be notified immediately of all STAT reports and abnormal results. The Contractor shall pay the cost for x-ray registration. All radiographic results shall be available in HL7 format for direct importation into the EMR. The Contractor shall provide for emergency x-rays that are needed outside of normal working hours.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

#### 3.3.6.3 ELECTROCARDIOGRAM (ECG) SERVICES

The Contractor shall provide ECG services at the facilities for scheduled appointments and for emergency situations. The Contractor shall utilize machines located at the facility or may purchase additional machines if approved by the SCM/designee or may subcontract for this service. Contractor subcontracted services shall include cardiologist over-read capability and reporting. The Contractor shall be responsible for supplies, repair, replacement parts, and maintenance. Appropriate formatting of all ECG results following HL7 format for direct importation into the EMR to save the data is the sole responsibility of the Contractor.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

### 3.3.7 OPTOMETRY/OPTICAL SERVICES

The Contractor shall provide on-site eye examinations for secure care and RCH facility residents. The Contractor shall ensure that optometry/optical services be provided and completed by a New Jersey licensed optometrist and/or ophthalmologist.

The Contractor shall maintain a log indicating the status of all requests for eye examinations and eyewear. The Contractor shall provide optometry services no later than thirty (30) days from resident’s request for eye care services.

The Contractor shall ensure that resident requests for eye care services be triaged in person as a nurse sick call and shall include a visual acuity screen such as the Snellen. If the results of the visual acuity screen are less than 20/40, the resident shall be referred and scheduled to see a NJ Board Certified optometrist by the Contractor. The Contractor shall ensure that a New Jersey licensed optometrist evaluates residents with refractive complaints and document findings on the appropriate EMR and that all physical documents are filed into the MRF. The Contractor shall ensure that any other eye-related complaints or emergencies be referred to a Board-Certified ophthalmologist as determined clinically necessary by the Contractor’s Responsible Physician. Eyeglasses shall be provided upon clinical indication and shall be replaced based on JJC guidelines. Finished eyewear shall be delivered to the resident and properly fitted by the optometrist within seven (7) days of receipt at the facility.

In addition, the Contractor shall ensure that provisions are made for urgent referral of individuals with extremelylimited vision and whose activities of daily living are impacted by the lack of vision. The Contractor shall ensure that prescription eyewear order forms for eyeglasses are sent to the JJC optical laboratory within twenty-four (24) hours of the refraction.

Prosthetics such as tinted glasses shall only be prescribed to residents when clinically indicated and ordered for medical reasons by an ophthalmologist. All services provided shall be documented in the EMR and MRF by the Contractor.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

#### 3.3.7.1 EYEGLASS PROGRAM

The JJC has an optical laboratory to produce eyeglasses and frames suitable for wearing in a correctional environment. The Contractor shall use the JJC optical laboratory program to provide eyeglasses to residents, as outlined below.

The JJC will supply the Contractor with the necessary Prescription eyewear order form eyeglass purchase. The order form will be completed by the Contractor staff with the following information:

* frame and lens measurements;
* patient name;
* date of birth;
* facility where the patient was examined;
* name and credential of the examining provider; and
* date of the examination.

The optical lab will manufacture and ship the eyeglasses meeting the prescriptions requirements to the resident’s facility. The Contractor shall work with the optical lab to ensure the turnaround time is 21 days from receipt of order to shipment of eyeglasses.

### 3.3.8 MEDICAL DIET PROGRAM

The Contractor provider shall evaluate and make appropriate orders for residents about medical diets in consultation with the JJC nutritionist according to medical protocols and address all food-related allergies and intolerance. Medically necessary diets will only be supplied by JJC when ordered by a physician, NP/PA for documented valid clinical reasons, which have been approved by the JJC nutritionist and noted on the appropriate EMR encounter form as part of a treatment plan. The Contractor provider shall ensure that the diet is written for a specified amount of time, not to exceed six (6) months.

Special diet restrictions in response to food allergy or intolerance are honored only when medically ordered and reviewed every 90 days. Personal preference shall be discussion with the JJC nutritionist for consideration as a cause for ordering a special diet.

Dietary supplements, such as vitamins, Boost, Ensure™ and similar commercially available products, shall be provided to residents only when prescribed by a physician/NP/PA for a documented clinical reason. Multivitamins shall be offered upon admission to all residents by standing order and renewed annually where indicated. The JJC will be responsible for the purchase, the delivery andcostof these items, whenever these items are medically prescribed.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The purchase of healthcare equipment requires pre-approval by the JJC HSSU.

### 3.3.9 VACCINES FOR CHILDREN PROGRAM

The Contractor shall participate and abide by the guidelines of the New Jersey Department of Health (NJDOH) Vaccines for Children Program (NJIIS) and the NJDOH 317-Funded Vaccines program for residents over the age of 19 and maintain an immunization program for all JJC residents.

### 3.3.10 LIVING WILL/ADVANCED DIRECTIVES

The Contractor shall honor patient requests for Do Not Resuscitate (DNR) orders as permitted under N.J.S.A. 26:2H-68. All policies promulgated herein regarding the withholding or withdrawing of life-sustaining medical treatment (LSMT) shall incorporate the requirements of the New Jersey Advance Directives for Healthcare Act (NADHCA) N.J.S.A. 26:2h-53 et. seq.

### 3.3.11 HOSPITAL CARE

Generally, the objective of the State is to minimize, as clinically acceptable and medically appropriate, the length of hospital stays, the number of medical trips, and outside physician referrals and visits, all of which are policies expected to reduce the costs of medical care and custody coverage. Hospitalization of residents at Capital Health or at another medical facility shall be reported daily to the SCM/designee. The Contractor’s Medical Director shall review the documentation daily to ensure that the length of stay is medically appropriate.

The Contractor provider shall ensure that inpatient physical health hospitalization updates are entered into the EMR every shift, while inpatient mental health updates are entered into the EMR daily.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The JJC will only reimburse the Contractor for charges at the Medicaid covered rate.

#### 3.3.11.1 APPROPRIATE HOSPITAL

The JJC currently utilizes Capital Health, Trenton, and Robert Wood Johnson Hospital, New Brunswick for resident inpatient/outpatient hospital care for secure care facilities and local community hospitals for residents in RCH programs. In addition, residents requiring hospitalization may be admitted or transferred to the Contractor’s contractually established hospital as necessary. The Contractor shall obtain routine inpatient services from the contractually established hospital to meet the healthcare requirements of the JJC. The Contractor shall serve as the agent of JJC under the agreement with the contracted hospital (e.g., for obstetrical/gynecological (OB-GYN) services, etc.) and as such will abide by all terms contained therein.

The Contractor shall negotiate reimbursement ratesfor outpatient services, pre-approvals; controlling admissions; case management; discharge planning and payment /processing of all hospital and practitioner bills.

The Contractor shall direct hospitals and practitioners to bill inpatient claims through the state’s Medicaid fiscal agent, using a Medicaid look-alike number supplied by the JJC fiscal Unit. The Contractor shall obtain and terminate Medicaid look alike numbers for insurance purposes through the JJC Fiscal Unit. Medicaid Look-alike numbers are assigned upon admission and terminated upon discharge to the JJC.

To the extent Resident payments are processed through the Medicaid billing system, payment shall be made by the Medicaid fiscal agent directly to the service provider and charged back to the specified JJC State appropriation account for reimbursement. The Contractor shall be reimbursed on an actual cost basis for non-Medicaid allowable expenses monthly.

### 3.3.12 PHARMACY SERVICES

The Contractor shall provide full range of Pharmacy Services including, but not limited to, procurement, inventory control, dispensing, and disposal of all pharmaceuticals which include, but are not limited to supplements, over the counter (OTC) and prescribed medication, to include psychotropic medications as ordered or prescribed by the Contractor’s Physician/NP/PA to residents. All dispensing must be in accordance with New Jersey state and federal laws and pharmacy regulatory boards.

The Contractor shall provide, furnish, and supply pharmaceuticals and drugs to the JJC utilizing the “unit for use” or a standard correctional blister card packaging method. Each packaged medication card will be individually labeled. The label will, at a minimum, include the drug name, strength, lot number, expiration date, and manufacture. The Contractor shall package – over the counter and medications prescribed by a provider which are non-controlled in no more than a month’s supply as ordered by the on-site physician. Controlled substances are to be dispensed only at NJTS and/or JMFSC and stored in a locked storage unit within a lockable cart in a lockable room. These medications are only ordered in 3-day supply increments. The Contractor will maintain a formulary system for ordering and selecting medication for different diseases, conditions, and residents.

The Contractor shall provide hypodermic supplies, including needles, syringes and disposal containers that are tamper proof and puncture resistant. The Contractor shall adhere to all applicable Federal and State requirements and appropriate JJC guidelines pertaining to these items and the maintenance, accountability, and disposal of these hazardous items. The Contractor shall provide for appropriate storage and disposal of needles and syringes with documentation of such in the Regulated Medical Waste (RMW) Report.

The Contractor shall implement a Pharmacy and Therapeutics (P&T) Committee, co-chaired by the SCM/designee, with the Director of Pharmacy. The P&T Committee shall meet no less than quarterly. The P & T committee will establish and maintain a formulary system for ordering and selecting medication for different diseases, conditions, and residents and shall be responsible for additions and deletions to the formulary, monitoring usage of pharmaceuticals including psychotropic and infectious disease medications with a particular emphasis upon HIV and Hepatitis C virus (HCV) management and identifying prescribing patterns of practitioners. The written, or recorded Teams minutes of all P&T Committee meetings shall be prepared, or made available, by the Contractor and shall be submitted to the SCM/designee, no later than ten (10) working days following each meeting for approval and co-signature. All P&T minutes shall be co-signed by the SCM/designee, and by the Contractor’ Medical Director.

The Contractor shall develop the formulary under the direction of the Director of Pharmacy and in full compliance with all relevant standards. Final authority about the formulary, its related processes and operating procedures, and the medications contained therein, rests with the SCM/designee. The formulary shall be adequate to provide residents with medications that meet medical and generally accepted medical standards. The P&T Committee shall consider whether additions or deletions are appropriate at its quarterly meeting and ad hoc as needed. No deletions from the formulary shall be permitted without prior approval from the SCM/designee. The Contractor shall make available a copy of the formulary initially, quarterly, and on an ad hoc basis.

The Contractor shall determine a listing of all medications which should be available on-site at each facility, to include psychotropic medications, and these medications shall be standardized. The Contractor shall ensure that this list is readily accessible on-site as well as maintained at the Contractor’s central office and made available to the SCM/designee. The Contractor shall make provisions for STAT dose capability, for starter dose, and emergencies and establish mechanisms for delivery of medications from community-based pharmacies within four (4) hours in the event the prescribed medication, or its approved substitute is not available at the facility.

The Contractor shall implement procedures which allow for the timely delivery and administration of all formulary and non-formulary medications when prescribed by a licensed practitioner for the individual care of a specific patient when medically necessary and based on sound medical and scientific information. The Contractor shall ensure that only qualified personnel provide medication administration, acting within the scope of their licensure. The Contractor shall make a copy available as needed.

The Contractor shall ensure that provisions are made in the formulary for drugs to be dispensed in liquid form or rapidly dissolving pill form when necessary.

The Contractor shall ensure that pharmacy deliveries are made to all secure care and RCH facilities seven (7)days per week. The Contractor shall supply all new medications within 24 hours of the generation of the order.The Contractor shall ensure that pharmacy STAT orders are delivered within four (4) hours of the generation of the order. STAT orders are those orders which require immediate administration. If the medication is not on-site, then arrangements shall be made by the Contractor to ensure the availability of STAT medication is available through a subcontractor, i.e., local hospital & pharmacies.

The Contractor shall ensure that the level of nursing or other approved staffing for the administration, distribution, receipt, and management of medications is commensurate with the requirements of this agreement and the requirements of each facility.

The Contractor shall ensure that the procedures for ordering and administering medications provided by the JJC are followed. The Contractor shall ensure that all medication refusals are documented on the appropriate EMR and physical documentation filed into the MRF. The Contractor shall utilize a Medication Administration Record (MAR), which includes, but is not limited to, all information contained on the prescription label and the name of the practitioner who prescribed the medication. All telephone and verbal orders shall be co-signed by the ordering practitioner during the next duty day, but not to exceed 72 hours after the order was written, otherwise all medication orders shall be noted, confirmed, and transcribed on the MAR within the shift the order is written, not to exceed eight (8) hours.

The Contractor shall comply with JJC Health Services Policy Manual Part 5., Healthcare Services and Support, Section 5.1 Pharmaceutical Operations at each facility regarding the distribution of medications. Facilities may require centralized or decentralized methods of distribution. The JJC superintendent has the discretion to alter the method of distribution at any time, on either a temporary or permanent basis. The Contractor shall ensure sufficient staff is available to distribute medications efficiently and effectively. Any change in staffing required because of a change in the distribution method of medication shall be identified and reported by the Contractor immediately to the SCM/designee for possible staffing modification.

The Contractor shall ensure its contracted pharmacy supplier generates computerized utilization review reports that include drug utilization review and statistical information by drug and prescribing authority, number of prescriptions and doses dispensed. Such utilization review reports shall include comprehensive patient drug use evaluations that permit the review of resident medication profiles based on orders processed by the pharmacy. The Contractor shall use patient drug use evaluations to identify any patterns of inappropriate prescribing practice, and then take appropriate remedial education or other intervention measures with individual practitioners. Any patterns of inappropriate prescribing practices shall be immediately reported to the SCM/designee. Copies of utilization review reports shall be provided to the SCM/designee, as part of the Contractor’s monthly CQI Compliance Report to the JJC and shall be included in the routine item of the P&T Committee agenda.

The Contractor shall provide for a licensed pharmacist to conduct quarterly pharmacy and medication inspections of all facility areas where medications are maintained. Inspection shall include, at a minimum, the following:

* Medication expiration dates;
* Medication security;
* Storage of medications,
* a review of medication records, and
* Destruction /waste of medications.

Reports resulting from such inspections shall be submitted to the SCM/designee no later than 7 days after the inspection and shall include a corrective action plan in response to any identified deficiencies or findings.

The Contractor shall submit purchase invoices to the JJC for reimbursement.

### 3.3.13 ON-SITE SPECIAL NEEDS TREATMENT/CHRONIC DISEASE MANAGEMENT

The Contractor provider shall identify chronic medical conditions during the intake physical examination and ensure those conditions are noted on the problem list of the EMR and any physical documentation filed into the MRF. The Contractor provider shall ensure that an initial chronic clinic visit occurs in conjunction with the admission physical and subsequently thereafter according to clinical directions which shall be no less than quarterly.

The Contractor shall establish age-appropriate chronic care treatment/care guidelines for Statewide implementation and ensure residents with chronic illnesses receive continuous and appropriate health care services to prevent or reduce complications of chronic illness and promote health maintenance. The focus of these documents will aim to guide decisions and criteria regarding the diagnosis, management, and treatment in specific areas of resident healthcare and ensure continuity of care across the JJC spectrum. The guidelines shall include conditions defined for inclusion, frequency of encounter, lab and other diagnostic baseline and routine testing with frequency, monitoring of patient compliance, patient education, and assessment of patient control, including, but not limited to the following medical conditions:

* + Cancer/Pain Management;
  + Diabetes and endocrine;
  + Pulmonary/respiratory conditions;
  + Hypertension/cardiac problems;
  + Kidney/renal disease;
  + Seizure disorder and other neurological disorders;
  + OB/GYN concerns;
  + Infectious diseases such as, but not limited to, HIV;
  + Tuberculosis disease or infection;
  + Gastroenterology with Hepatitis C management;
  + Attention Deficit/hyperactivity disorder;
  + Chronic general medical problems;
  + Orthopedic;
  + Adolescent obesity;
  + Special needs, etc.; and
  + Palliative/hospice care for terminally ill residents.

The Contractor provider shall document all special medical conditions requiring close medical supervision and/or special medical needs on the appropriate EMR and file any physical documentation into the MRF. The Contractor provider shall provide both chronic care clinics and sick call services concurrently when assigned to a facility. The Contractor provider shall ensure that an individualized Special Medical Needs Treatment Plans (ISMNTP) be developed on the appropriate EMR. These conditions may include, but are not limited to, chronic, convalescent care, and physical disability. The Contractor’s Medical Director shall actively participate in the case management of all residents.

At a minimum, the following on-site Chronic Care Clinics are required:

* Seizure;
* Pulmonary;
* HIV;
* Endocrine;
* Renal;
* Cardiac/Hypertension;
* Obesity; and
* Special Needs.

The ISMNTP shall specify instructions on diet, exercise, medication, type and frequency of diagnostic testing, education about the disease, and the frequency of follow-up for medical evaluation and adjustment of treatment modality.

At each facility, the Contractor shall maintain up-to-date rosters of residents in each category of special medical needs treatment.

The Contractor shall provide discharge planning for aftercare linkage for individuals with special medical needs that are being released from the JJC. At a minimum, the Contractor shall provide discharge planning services to ensure community linkage for aftercare clinical services, including referral, appointment scheduling or other identified needs specific to the resident. The Contractor shall develop a manual of community-based organizations and referral sources for ease of reference in aftercare arrangements.

The Contractor shall provide and pay for all specialty and chronic care services provided on-site or arranged in the community with contracted physician specialists and for ensuring that the resident receives follow-up care, treatment, and/or assessments within the time period ordered by the examining physician. Secondary services include, but are not limited to, specialty consultations/clinics, and all outside diagnostic services and procedures. The contractor is responsible for all inquiries or contractual pre-agreements deemed to be required to support such services. The Contractor shall provide for the following:

* All contract arrangements being completed prior to the onset of work; and
* Timely payment of all out-patient specialty care services provided, whether on-site or off-site, and for off-site inpatient services.

### 3.3.14 EMERGENCY CARE

The Contractor shall:

* Respond to, make provisions for, and be responsible for all services and costs, and for payments to providers, for twenty-four (24) hour emergency, medical and mental health care. This includes, but is not limited to, twenty-four (24) hour on-call services in each discipline and ambulance services up to and including helicopter or airplane transportation when necessary. The Contractor shall ensure availability of emergency treatment through predetermined arrangements with local, State-licensed acute care hospitals and ambulance/emergency medical transportation services.
* Ensure that all ambulances utilized are equipped with life support systems and shall be operated by personnel trained in life support and possessing current certification of completion of the American Heart Association Basic Life Support (CPR and AED) Program. The Contractor shall arrange for and pay providers for all medical transportation other than by JJC vans and shall coordinate all emergency transfers with JJC administrative and security staff. The Contractor shall provide for all types of medevac services, including airlift if necessary.

The Contractor shall submit purchase invoices to the JJC for reimbursement. The JJC will only reimburse the Contractor for charges at the Medicaid covered rate.

#### 3.3.14.1 EMERGENCY CARE FOR EMPLOYEES, VISITORS & STAFF

The Contractor shall provide emergency treatment to visitors, staff, employees, subcontractors, or independent Contractors of JJC who become ill or injured while on the premises. Treatment shall generally consist of stabilization and referral to a personal physician or local hospital when indicated. For JJC employees who are injured on the job, it may be necessary to coordinate with the employee and the employee supervisor. The Contractor shall document the event via a JJC Incident Report that shall be turned over to JJC administrative/human resources personnel. The Contractor shall arrange for emergency transportation for visitors, staff, employees, subcontractors, or independent Contractors of JJC who become ill or injured while on the premises, when necessary, but is not responsible for transportation cost.

## 3.4 INFECTION CONTROL PROGRAM

The Contractor shall establish an Infection Control Program chaired by the medical director which shall include a plan of action designed to identify and treat communicable diseases that occur and/or have the potential for disease transmission. The plan shall also include methods to assess infection prevention practices and guide quality improvement activities (e.g., by addressing identified gaps) which should also include conducting internal quality improvement audits. The use of tracking logs to generate printable statistics and charts is expected, i.e., Skin Infection log and Wound Care log. The contractor will provide a copy of their infection Control Manual, with supplemental updates, to the JJC.

* The infection control program shall include, at minimum:
* Policy Development;
* Surveillance;
* Training and Continuing Medical Education;
* Consultation;
* Treatment;
* Discharge planning; and
* Quality Improvement.

The Contractor shall follow the infection control guidelines issued by the NJDOH, CDC and the U.S. Department of Health (USDOH) for defining the generally accepted medical standards regarding the monitoring, prevention, and treatment of communicable disease such as airborne and bloodborne pathogens.

The Infection Control Program shall also encompass complete implementation of JJC policies and procedures regarding communicable disease. Enhancement, deletions, or omissions from the program shall require explicit written approval andacceptance by the JJC HSSU and SCM/designee.

The Contractor shall also report diseases to the JJC, NJDOH, and other appropriate state and federal administrative agencies as identified in N.J.A.C. 8:57-1.1 through 1.15. The report shall be completed and delivered to the SCM/designee on the fifth of each month.

The Contractor shall ensure that all epidemiology testing because of any mass casualty event (e.g., suggested food poisoning). The costs for epidemiology testing will be reimbursed by the JJC monthly. The Contractor’s infection control program shall address employee exposure to bodily fluids and provide for the provision of counseling after any exposure. The Contractor shall provide first aid, counseling, and referral for follow-up care for employee(s) who have been exposed to bodily fluids. The Contractor shall document any such care and referrals for follow-up and forward to the SCM/Designee.

### 3.4.1 TUBERCULOSIS RISK ASSESSMENT

The Contractor shall conduct initial and annual risk assessments to evaluate the risk for the transmission of TB in each JJC Facilities by evaluating the prevalence and incidenceof positive purified protein derivative (PPD) reaction and active disease or by an alternative screening approved by the JJC. The Contractor’s risk assessment of the facility must be documented annually for each site by the Contractor in the form of a statistical report summarizing rates of infection and disease as well as a summary narrative with findings and recommendations. The Contractor shall ensure that the frequency of employee TB screening be based on the facility’s risk assessment level (annual v. biennial).

### 3.4.2 TUBERCULOSIS SURVEILLANCE, SCREENING & REPORTING

The Contractor shall conduct tuberculosis surveillance of its personnel, JJC covered workers and identified contracted employees. The monitoring program must conform to PEOSH guidelines and JJC policy.

The Contractor shall conduct initial testing for JJC new hires and annual TB screening each January for all staff and contractors. Past positive reactors must receive annual screening of symptoms for active TB disease. The Contractor shall make appropriate referrals for employees who develop positive PPDs and/or positive symptomatology. The Contractor is not required to retest those employees hired and previously tested in the last quarter before the testing. The Contractor shall not allow a JJC covered employee or any of their own personnel to go more than fifteen (15) months without being screened. The Contractor shall ensure its staff who work within one of the JJC facilities receive annual Tuberculin Skin Test (TST) testing.

Note: Screening and Mantoux testing are mandatory for JJC covered employees. The JJC will enforce the mandatory testing requirement with JJC covered employees and take the necessary action to ensure testingcompliance. The contractor shall enforce the mandatory testing requirement of their personnel. The Contractor shall notify the SCM/designee concerning non-compliant JJC employees who were not tested upon hire or during the annual testing.

The Contractor shall document the periodic tuberculosis screening of JJC employees on the MR-031 (Employee Tuberculosis Screening Form) and in the EMR. The Contractor shall use the NJDHSS TB testing program’s form, Tuberculin Testing Survey Results, to record the result of tuberculous testing conducted for routine surveillance which should include:

* Name of agency;
* Address;
* County;
* Dates of testing;
* Group tested;
* Category tested employee or Contractor;
* Test used;
* Total tested; and
* TB testing results.

The Contractor shall submit the NJDOH TB 46 (TB Programs Form and TB Testing Survey Results) to the JJC SCM/designee and to NJDOH monthly for new hires and after annual testing.

### 3.4.3 BLOODBORNE PATHOGEN PREVENTION

The Contractor shall create a policy that establishes written procedures that prevent the spread of bloodborne pathogens and demonstrates in actual practice a comprehensive Infection Control Program.

The Contractor shall offer the Hepatitis B vaccine to all personnel who may be at risk of exposure. The Contractor shall document the refusal or the consent and the subsequent administration of the vaccine series of an employee on the Employee Hepatitis Vaccine Record Form. The Contractor shall also document screening and reportable events in the EMR.

Note: Individual medical records of JJC employees are maintained in a secure electronic database within the EMR. The Contractor shall have access to these records as needed and shall make all necessary entries to reflect vaccination (Hepatitis B)and treatment and annual TST.

The Contractor shall make readily available for healthcare staff personal protective equipment (PPE) that may be required for respiratory isolation or universal precautions. PPE shall include, but not be limited to, gloves, masks, protective eyewear, fluid impervious gowns, etc. This equipment shall be available for staff use where exposure to blood or body fluids may be reasonably expected to occur. Emergency Response Bags shall contain a PPE bag and a CPR mask with a one-way valve. Used equipment shall be disposed of in appropriate containers by the Contractor.

When needed, appropriate PPE for JJC employees will be the responsibility of the State. The Contractor shall provide for the costs incurred for providing PPE to its employees and subcontractors.

### 3.4.4 HIV/AIDS SERVICES

The Contractor shall follow the guidelines issued by the JJC, NJDOH, CDC and the U.S. Department of Health (USDOH) for defining the generally accepted medical standards regarding the monitoring, prevention, and treatment of HIV/AIDS.

The Contractor shall provide for a chronic care clinic for each facility for residents with HIV/AIDS.

## 3.5 MENTAL HEALTH SERVICES

### 3.5.1 INFORMED CONSENT/RIGHT TO REFUSE TREATMENT

To ensure that the resident receives the material facts about the nature, consequences and risks of any proposed treatment, examination or procedure and the alternatives to the same; the Contractor shall; obtain a written informed consent from the resident per all JJC policy/procedure. In every case in which the resident, after having been informed of the condition and the treatment prescribed, refuses treatment, the Contractor shall ensure that the refusal is in writing.

The provider (e.g., psychologist/psychiatrist) initiatingthe intake psychological evaluation, shall have the resident read and sign the **“Resident – Therapist Confidentiality” agreement form**. The form is available in Spanish and English. The Contractor shall provide interpretive services if necessary. The purpose of this form is to protect privileged communications between mental health practitioners and residents as well as identify the exceptions to this communication within a facility setting. The Contractor shall note the completion of this process and scan the Therapist Confidentiality form into the resident’s EMR and file a copy of the form into the resident’s MRF.

### 3.5.2 MENTAL HEALTH SERVICES

The provider shall provide quality mental health services to all residents at JJC facilities. Additionally, the Contractor shall provide a comprehensive mental health program that conforms to all the requirements as per all applicable JJC policies and procedures. Work hours for the mental health practitioner shall conform with the staffing matrix outlined in sections 3.2.5.2 and 3.2.6 but shall also be designed to adapt to each facility’s needs, structure, and schedule as needed. This allows continuous program flow, addresses workspace and treatment space. The Contractor shall document mental health data of the resident on the appropriate EMR and file any physical documentation into the MRF.

#### 3.5.2.1 PSYCHOLOGICAL SERVICES

The scope of psychological services provided to the residents by the Contractor shall include, but not be limited to:

* + Intake psychological evaluation.
  + Mental health treatment of emotionally unstable but non-committable residents.
  + Psychological evaluations for work detail suitability, to be completed within 30 days of referral and documented on the appropriate EMR and physical documentation filed into the MRF.
  + No later than 180 days before the expiration of a resident's sentence, a psychological evaluation and risk assessment shall be performed as required by State statute and directed by the Release Committee. These evaluations shall address the resident’s appropriateness for civil commitment upon the expiration of his/her sentence;
  + Crisis intervention and timely referral to the Superintendent or designee of residents who require more intensive care than is available at the facility. Appropriate recommendations for transfer to special housing units shall be made;
  + Provide psychological status evaluations for various reduced custody settings, disciplinary-related evaluations, routine evaluations, court orders, recalls, interagency requests and any other evaluations required by the administration or classification/special committees. These may include, but are not limited to, reduced custody evaluations, fire setting evaluations, restrictive housing evaluations, PREA evaluations, protective custody evaluations, and management control unit evaluations. All evaluations shall be documented on the appropriate EMR, and physical documentation filed into the MRF;
  + Psychological evaluations for “Megan’s Law” cases, Category I release cases, and Sexually Violent Predators for the purpose of court orders, recalls and special requests required by the administration or classification/special committee;
  + Group or individual counseling sessions for those residents identified as Special Needs residents no less frequently than every 30 days and more frequently as clinically determined per their treatment plan;
  + Assessment of residents who are referred for medication non-compliance, self-referred and /or are having on going mental health concerns, and/or individuals with ongoing mental health concerns.
  + Group Counseling - Available to all residents appropriate for treatment and not limited to residents with mental illness. Priority in treatment shall focus first on individuals with a DSM diagnosis, who have serious and persistent mental illness; thus, there may be waiting periods for group participation up to a period of 90 days;
  + A specialized sex offender treatment program for those adult residents who have been designated by the courts as being repetitive and compulsive sex offenders;
  + Release planning for mentally ill and/or developmentally disabled residents;
  + Accommodations for residents with barriers to communication (non-English speaking, communication disorders, and physical impediments, etc.). This shall apply to all inpatient and outpatient services;
  + Providing psychological evaluations for Classification & Release Committee meetings and resident disciplinary hearings;
  + After-hours emergent or urgent referrals to mental healthstaff for residents experiencing difficulty with conditions of confinement shall be made to the on-call psychologist for appropriate follow up;
  + Programming for mental health in-patient treatment units, i.e., NJTS/HU-11. Case management consisting of activities designed to facilitate necessary care and to monitor its impact for mentally ill and developmentally disabled at NJTS/HU-11;
  + Providing emergency/crisis intervention services to residents with appropriate follow-up to medical/psychiatric services;
  + Residents identified as special needs and placed on behavior management status shall be seen by a psychologist for a mental health evaluation within 24 hours of placement in a behavior adjustment unit. A qualified mental health professional shall provide a follow-up evaluation no later than every 21 days, thereafter. These evaluations are to be documented on the appropriate EMR with physical documentation filed into the MRF;
  + Residents not identified as special needs residents and placed on behavior management status shall be seen by a qualified mental health professional for a mental health evaluation within three (3) days of placement into a behavior adjustment unit. A qualified mental health professional shall provide a follow-up evaluation no later than every 21 days, thereafter. These evaluations are to be documented on the appropriate EMR with physical documentation filed into the MRF;
  + Non-special needs residents shall be provided with therapeutic services such as individual and group psychotherapy covering such topics as: crisis intervention, anger management techniques, sexual deviancy, relapse prevention, conflict resolution, addictions, PTSD, victimization, criminogenic behaviors, and any other relevant therapeutic areas that would assist in rehabilitation;
  + Residents who are put on any type of watch status must be seen in person by a qualified mental health professional within 24 hours of placement into a behavior adjustment unit or on the next business day;
  + Residents in need of mental health counseling due to their adjustment in a program, shall be seen minimally two (2) times per month for counseling by a qualified mental health professional;
  + Intra-agency resident transfer screening shall be completed within 72 hours of arrival at the receiving facility by a qualified mental health professional. Residents classified as special needs or probationers require an interview within 24 hours of arrival and require an updated treatment plan be completed within three (3) days of arrival.
  + Participation in the JJC Continuous Quality Improvement Plan;
  + Meetings with JJC Supervisor of Rehabilitative and Treatment Services, HSSU and Superintendents or designee as requested;
  + Participation in Multi-disciplinary Team meetings and Special Staffing’s as requested;
  + Submission of monthly CQI Compliance Report and other reports as outlined in this contract or otherwise requested by JJC;
  + Training for JJC employees on mental health issues including signs and symptoms of mental illness as well as suicide prevention and precautions;
  + Ongoing training of other facility staff on relevant mental health topics, as arranged by JJC; and
  + Suicide Prevention Program.

#### 3.5.2.2 PSYCHIATRIC SERVICES

The scope of psychiatric services provided to the residents by the Contractor shall include, but not be limited to:

* + Psychiatric assessment, in person of all residents upon admission to a JJC facility who are on psychotropic medication(s) or as per JJC procedure/policy;
  + Formulation of an individualized treatment plan for residents who are identified as a special need resident. The plan shall be initiated within 14days of the first psychiatric evaluation and updated minimally every 90 days. Treatment plans shall include goals, strengths, problems or needs, target dates, measurable objectives, interventions, responsible staff, review, and resolution dates;
  + Psychiatric evaluation of residents showing signs of psychiatric decompensation, suicidality or unusual or bizarre behavior by a psychiatrist or psychologist within 24 hours of referral. However, if it is determined that emergency intervention is appropriate following an immediate telephone contact with the psychologist or psychiatrist, that evaluation shall occur sooner than clinically appropriate. This evaluation shall include an interview, report, clinical certificate for hospitalization when indicated and follow-up report to the facility superintendent/designee as well as inclusion in the CQI Compliance Report;
  + Psychiatric evaluations of unstable residents referred to by a psychologist or other medical staff, to determine the need for psychotropic medication and/or other appropriate mental health intervention. This evaluation shall include an interview, report, recommendations and a follow-up report to the facility superintendent or designee, as well as inclusion in the resident’s classification folder and monthly CQI Compliance Report;
  + Monitoring of all residents receiving psychotropic medication at least once every 30 days including appropriate laboratory studies and abnormal involuntary movement scale (AIMS) assessment completed at least every six (6) months;
  + Creating a schedule of type and frequency for laboratory studies of residents taking psychotropic medications as needed. No order for psychotropic medication shall exceed a 90-day supply. Renewals shall be based on a face-to-face encounter between the resident and the psychiatrist;
  + Prescribing medication in the form of liquid or rapidly dissolving pills when available and clinically appropriate;
  + A psychiatrist shall arrange for screening for possible involuntary commitment to a psychiatric facility from an RCH. These screenings shall be done immediately if determined necessary for the safety and well-being of residents and/or others.
  + A follow-up psychiatric evaluation of a resident shall be completed within the next 24 hours of discharge from psychiatric facility. The assessment shall at minimum include mental status exam, prescribing appropriate medication(s), and assigning appropriate housing. When a resident is released from a psychiatric facility, an RN should immediately conduct an assessment if the psychiatrist is not immediately available. The RN must also phone the psychiatrist with the Physician’s orders from the discharge summary. The RN’s assessment shall include a medical review along with a brief mental status exam. The RN should also obtain orders for medications from the psychiatrist. A psychological evaluation shall also be completed;
  + Psychiatric evaluations are to be completed for residents being considered for a recommendation for civil commitment under the Sexually Violent Predator’s Act. Those residents being recommended for civil commitment require a referral by the Contractor to a screening center. Those residents being recommended for civil commitment also require two clinical certificates for commitment as follows: the first shall be completed by the Contractor psychiatrist; and the second one shall be completed by the Contractor psychologist. Contractor will comply with all applicable DHS policies/rules regarding the civil commitment process; and
  + Psychiatric evaluation of residents for general civil commitment upon serving their maximum sentences.

3.5.2.3 INPATIENT PSYCHIATRIC SCREENING

A licensed and board-certified psychiatrist employed by the Contractor shall perform screening evaluations of all residents to assess if they pose a danger to self, others and needs a higher level of care due to mental illness. The screening psychiatrist shall also evaluate the potential necessity and appropriateness of referring the resident for inpatient psychiatric treatment services at a secure Children’s Crisis Intervention Service (CCIS) Unit or at Trenton Psychiatric Hospital.  The Contractor shall refer JJC residents under the age of 18 to a CCIS unit and residents over the age of 18 shall be referred to Trenton Psychiatric Hospital.  If the Contractor’s findings indicate that the resident does not require inpatient psychiatric hospitalization, the Contractor shall continue to provide medical and mental health services within the Infirmary at the JJC facility.  Otherwise, the Contractor shall provide for further examination of the resident as outlined below.

The Contractor shall provide for the resident to be examined by a second medical provider as follows: another Contractor licensed psychiatrist or physician shall perform a second screening evaluation of the resident to assess the necessity and appropriateness of referring the resident for inpatient psychiatric hospital treatment at a CCIS or Trenton Psychiatric.

If such second screening evaluation indicates that the resident does not require inpatient psychiatric hospitalization, the resident will remain in the infirmary with continued monitoring by nursing. If the resident wants to go back to their housing unit and is deemed not to be a danger to self and others, then the resident can go back on Q 15 minute checks if deemed safe by the nursing staff and approved by the administrator.  Otherwise, JJC will arrange for a temporary commitment order from a court of competent jurisdiction, consistent with Rule 4:74-7A and thereafter transport the resident to CCIS or Trenton Psychiatric.  The Contractor shall ensure that a copy of the resident’s JJC medical records, reports from both the screenings conducted by the two providers, as described above, accompany the resident when transported to the appropriate facility.

If time and circumstances do not permit the above procedure (as in an after-hours emergency), the Contractor shall contact the designated Screening Center nearest to the resident’s facility and transport the resident to the Screening Center for evaluation for inpatient psychiatric hospitalization. The Screening Center will either commit the resident to the appropriate facility or decline commitment at which point the resident will be returned to the JJC.  In either case, the JJC will transport the resident.

### 3.5.3 MENTAL HEALTH CARE ADMISSION SERVICES INTAKE

#### 3.5.3.1 INTAKE SITES

The Contractor shall document all admission processes, orders, treatment, etc. as indicated on the EMR and file physical documentation into the MRF.

#### 3.5.3.2 BRIEF MENTAL HEALTH SCREENING

As part of the nursing intake assessment, A brief psychological questionnaire shall be completed by the contracted nursing staff to assess the resident’s mental status and dangerousness to self and others. This assessment shall include the Colombia Suicide Severity Rating Scale. During this screening, in the case of a positive answer to any of the screening questions regarding psychiatric illness or hospitalization, considered or attempted suicide, or wanting to harm self or others, the contracted nursing staff shall make an immediate referral to the Contractor’s mental health supervisor/designee. These referrals must be seen by contracted mental health staff on the date of referral, per JJC procedure/policy.

Residents who report taking any psychotropic medications or if the same is reported by the sending facility or family shall be referred immediately to the Contractor’s mental health physician as per JJC procedure/policy.

#### 3.5.3.3 INTAKE PSYCHOLOGICAL EVALUATION

The Contractor’s psychologist shall complete an intake psychological evaluation within 72 hours of the resident’s arrival at a JJC facility. The mental health evaluation shall be conducted in coordination with the comprehensive health appraisal (See RFP Section 3.3.1.3, Resident Intake Physical Examination/Comprehensive Health Appraisal).

The psychologist’s evaluation must provide a comprehensive history of the resident’s mental health as well as the resident’s current level of functioning. This assessment shall be a structured mental health evaluation that shall provide baseline information for treatment planning purposes. Referrals for emergent care, medication review or to rule out diagnostic impressions are to be made at this time as necessary. Findings, including mental health history, are to be documented in the EMR problem list. If the resident has no identified mental health problems, that information shall also be recorded in the EMR. The resident shall be placed on the Mental Health Special Needs Roster, if applicable.

This mental health intake psychological evaluation assessment shall include, at a minimum:

* + Psychiatric history including any hospitalizations, psychotropic medications past or present, past, or present suicide and/or homicidal intent or ideation, screen for drug and/or alcohol use, history of any sex offenses, domestic violence and/or violent behavior;
  + Clinical signs of major mental illness to include mood, anxiety and psychotic disorders;
  + History of special education placement, developmental disabilities, cerebral trauma/seizures, trauma, military service;
  + Adjustment to current incarceration;
  + Psychological treatment issues;
  + Recommendations as to further assessment for neurological, medical or other follow-up;
  + Special housing recommendations;
  + Psychological testing needs;
  + Need for mental health intervention;
  + Identification of mental health special needs residents and referrals to psychiatry, medical or other follow-up as needed;
  + Psychological suitability for RCH placement;
  + Recommendation of program needs, treatment needs (if mental health special needs resident), special housing when appropriate; and
  + Complete a objective intelligence screen and personality measure. For example, utilizing the Columbia Suicide Screening and the Massachusetts Youth Screening Inventory – 2. Pertinent data obtained from the objective personality measure shall be included in the classification report.

The Contractor, in colloboration with JJC, shall determine what instruments and procedures will be utilized to complete the comprehensive psychological evaluation required for the JJC Classification Committee. The Contractor shall ensure that all instruments and procedures proposed be approved by the JJC Supervisor of Rehabilitative and Treatment Services prior to their use. Any changes in instruments and/or procedures during the contract period must be submitted to the SCM/designee for review and approval.

### 3.5.4 SICK CALL AND DAILY TRIAGING OF MENTAL HEALTH COMPLAINTS

The Contractor shall provide for a sick call service that establishes appropriate triage procedures for resident health care requests. The Contractor shall ensure that the service be available 24-hours a day seven (7) days of the week, including holidays. Sick calls must be collected daily and be triaged within 24 hours by the Contractor’s psychologist or psychiatrist. Documentation of triage, treatment and followup must be entered into the EMR by the Contractor. The Contractor shall also scan the original sick slip into the EMR and file the slip into the residents medical reference file.

The on-call psychologist shall be contacted immediately regarding any emergent or urgent sick call requests during or after working hours. The on-call psychologist or psychiatrist shall respond within 30 minutes of contact and shall determine the appropriate course of action. In some cases, that may mean the situation can be triaged over the phone where clinically appropriate, and in other cases it may require the psychologist or psychiatrist to come in and provide a face to face evaluation of the resident and determine the next appropriate need for the resident. In instances where a resident is placed into restraint chair, the psychologist or psychiatrist shall report to the facility within 90 minutes of the call.

### 3.5.5 INFIRMARY CARE/SERVICES

At any facility where residents are placed on constant or close watch (15-minute checks) and/or housed in the Infirmary, those residents shall have mental health care provided by the Contractor’s provider(s).

NJTS infirmary has designated observation cells, physically altered to minimize a resident’s ability to self-harm, which can be used for constant watch.

### 3.5.6 OFF-SITE SPECIALTY CARE

The Contractor shall provide a full and comprehensive range of off-site specialty mental health services to the residents of JJC. However, whenever possible specialty mental health services shall occur on-site at JJC facilities.

#### 3.5.6.1 Security Concerns for Specialty Care

For reasons of security, residents shall not be informed in advance of the date of any scheduled off-site movement. The Contractor shall ensure that its personnel understand and comply with this practice.

#### 3.5.6.2 Ensuring Care is Completed

The Contractor shall ensure that appropriate record keeping is continually maintained to ensure all care needed is ordered and received. Resident movement may at times interfere with scheduled care. The contracted mental health staff shall ensure that it reviews daily movement sheets to determine if any residents awaiting care have experienced an intra-institutional or inter-institutional change in location. The Contractor shall ensure that measures shall be taken to communicate such changes and plan for the necessary care to be delivered.

### 3.5.7 EMERGENCY CARE

The Contractor shall respond to, make provisions for, and be responsible for all services and payments to third party providers for 24-hour emergency mental health care including but not limited to 24-hour on-call services.

The Contractor shall submit purchase invoices to the JJC for reimbursement.

### 3.5.8 SUICIDE PREVENTION PROGRAM

The Contractor shall provide a program for suicide prevention and intervention that shall incorporate existing administrative code N.J.A.C. 13:95-16. The program components shall include staff training for both JJC and the Contractor employees’, identification of suicide risk through screening, monitoring, referral, evaluation, housing, effective communication with JJC employees, intervention, notification, reassessment following a crisis period, and the documentation of review and critical incident debriefing following a suicide or suicidal behavior

### 3.5.9 CRISIS INTERVENTION PROGRAM

The Contractor shall provide a model program for crisis intervention strategies aimed at early identification of potential problems, and professional intervention.

### 3.5.10 JUVENILE SEX OFFENSE TREATMENT SERVICES (JSOTS)

**Interdisciplinary Team Requirement:** The Contractor shall ensure mental health staff participate in interdisciplinary teams to address sex offender treatment in accordance with applicable JJC guidelines and JJC policy/procedures. The interdisciplinary teams shall include medical and mental health staff. All required members (I.e. social worker, superintendent, direct care provider, and family member) of the interdisciplinary treatment teams shall meet on a scheduled basis on TEAMS or in person as part of the process of initiating or updating a resident’s sex offender treatment plan.

#### 3.5.10.1 SEX OFFENDER-MINIMUM TREATMENT

The Contractor shall ensure of the following:

* Specialized group and/or individual therapy to address sex offender treatment needs shall be provided on at least a weekly basis in accordance with applicable JJC policy/procedures for those residents with sex offenses at Pinelands RCH, JMSF, NJTS and JFSCI. These groups shall include topics such as relapse prevention strategies, anger management, victim empathy, conflict resolution, and personal victimization.

* Residents involved in the preliminary stages of sex offender specific treatment shall be offered a minimum of three (3) hours of group therapy per week. These hours do not include services provided via psycho-educational groups. Group size shall be limited to a maximum of 12 residents.
* Residents in the later stages of sex offender treatment shall be offered a minimum of 1.5 hours per week of group therapy treatment. These hours do not include services provided via psycho-educational groups. Group size shall be limited to a maximum of 12 residents.
* Individual therapy, family contacts and emergency interventions shall be provided, as determined by the resident’s treatment plan. The sex offender treatment plan for all residents shall be reviewed at least every six months and more often as required by the JJC.
* Crisis intervention shall be provided as needed and as determined by the JJC.
* Special needs residents or residents with limited intellectual ability shall be provided with treatment as indicated on an individualized mental health treatment plan, in addition to the sex offender treatment plan.
* Accommodations must be made to provide equivalent services for residents with barriers to communication (non-English speaking, communication disorders, and physical impediments, etc.). This shall apply to all inpatient and outpatient services provided by the sex offender program.
* The Contractor shall complete an initial treatment needs assessment to include a comprehensive folder review, clinical interview and treatment related recommendations for every resident with a current or underlying sex offense within 14 days of referral.
* The Contractor shall perform pre-sentence psychological evaluations for all sexual offenders to determine if an individual's criminal behavior falls under the purview of the Sex Offender Act. A court appearance by the professional examiner may be required to discuss the results of the evaluation.
* The Contractor shall complete a pychological evaluation for every resident being seen by the Sex Offender Case Conference Committee (SOCC) every six (6) months. The psychological evaluation shall include treatment progress and recommendations. The Contractor shall forward the psychological evaluation to Classification Unit.

Aftercare programs for released sex offenders shall be arranged by the Contractor in conjunction with the State Parole Board’s Community Supervision for Life Program or other similar sex offender specific community treatment.

The Contractor shall ensure that no later than 180 days before the expiration of a resident's sentence, a psychological evaluation and risk assessment be performed. The evaluation and risk assessment tools utilized by the Contractor in the performance of this required service must be pre-approved by the SCM/designee. This prerelease evaluation shall address the resident's readiness to adapt to life in the community and his/her potential for further sexual misconduct, as well as the possible need for involuntary commitment. The evaluator may be required to appear in court regarding the findings.

## 3.6 MANAGEMENT

### 3.6.1 CONTINUOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall establish a Continuous Quality Improvement (CQI) Program which shall be chaired by the medical director that will assure that quality care and services are provided to the residents and monitor the resident healthcare services provided, including but not limited to risk management, policy and procedure review, pharmacy and therapeutics, monthly statistical management reporting, healthcare & safety, sanitation, and infection control. The program will evaluate the health care provided for quality, appropriateness, continuity of care, and recommendations for improvement.

The Contractor established program shall also include regular chart review of outpatient and inpatient medical records by various providers and providers includingphysicians. Chart review, deliberations and actions taken because of reviews shall be documented**.** Discussions of the CQI Committee shall include thresholds for evaluation, collection of data, corrective action plan and communication of results and effectiveness of corrective action plans.

The Contractor shall provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of the health care services provided. Data collection will be monitored by the on-site physician and supervised by the Contractor’s Medical Director. CQI meetings shall be held monthly at secure care sites and quarterly for community programs. Monthly reports of findings shall be generated and presented for discussion at each CQI meeting. Any significant variances in the data will be investigated and discussed during these monthly meetings.

The Contractor shall ensure that the meetings be conducted monthly to discuss problems and progress in the fulfillment of contractual requirements. The Contractor shall develop a mechanism to provide review of cost containment procedures. Results shall be reported by the Contractor at these meetings and shall include an annual synopsis of the contract year’s activities. The Contractor shall ensure that minutes of the meetings be made available to the SCM/designee and superintendent of the facility within three (3) days of the meeting. Committee membership shall include relevant Contractor personnel and JJC representatives. The Quality Improvement Coordinator provides direct support to the CQI Program by providing trainings on Quality Assurance concepts, strategies, and techniques in accordance with the JJC mission and strategic goals, federal and state laws and regulations, accreditation standards, and specific contractual requirements.

### 3.6.2 STATEWIDE CONTINUOUS QUALITY IMPROVEMENT COMMITTEE

The Contractor shall appoint a New Jersey licensed physician for membership in the Statewide Continuous Quality Improvement Committee which will meet regularly to review performance data, identify areas in need of improvement, and carry out and monitor improvement efforts. The Contractorrepresentatives shall also include staff from nursing, pharmacy, mental health, and medical records. The Contractor shall coordinate with any relevant subcontractors to ensure that quarterly meetings are held between the appropriate professional personnel. Committee membership shall include JJC Superintendents, SCM/designee and/or HSSU staff. This committee shall:

* Review the healthcare operation;
* Analyze issues referred to it and/or identified through the CQI process;
* Direct and review corrective actions and evaluate their effectiveness;
* Conduct reviews of healthcare policies and procedures; and
* Document and report all activities in committee minutes.

### 3.6.3 PERFORMANCE IMPROVEMENT PLAN

The Contractor shall develop, maintain, and implement a performance improvement plan that is designed and modeled after ISO 9000 standards to consistently improve the quality of services provided at the facilities. The plan shall identify the framework by which processes, systems, and outcomes of care are designed, measured, and improved. The plan shall be comprehensive, organization-wide, and multi-disciplinary to maximize the performance improvement process. This plan shall be consistent with JJC policies and the terms and conditions of this contract and should mirror ACA, and NCCHC standards.

### 3.6.4 COOPERATE WITH JJC AUDITS

The Contractor shall cooperate with and assist the JJC appointed Physician Specialist, SCM/designee and/or heads of other disciplines who may be conducting random audits and other periodic inquiries. The Contractor shall submit a Corrective Action Plans to the JJC with 5 working days from the receipt of the audit report.

### 3.6.5 ADMINISTRATIVE MEETINGS

**Oversight Meetings -** An oversight committee, consisting of the Contractor’s and JJC senior management, shall meet monthly and on an as needed basis, to guide the program overall, monitor costs, and address emerging issues, to minimize the need to cover unforeseen costs. Agenda of meeting topics will be drafted by the HSSU.

**Facility Meetings -** The Contractor shall participate in meetings at each facility with Superintendent or designee as needed to address site specific issues.

### 3.6.6 UTILIZATION REVIEW AND CASE MANAGEMENT

The Contractor shall make referral arrangements to a Provider Specialist for treating residents whose healthcare problems extend beyond the scope of services provided on-site. Scheduled appointments shall be given to the site superintendent in writing at least two weeks prior to the appointments. Last minute changes are to be communicated to the site superintendent or shift commander's office in writing, immediately upon notification.

The Contractor shall create a utilization review program for facilities to include the development, establishment, and implementation procedures to obtain consultation and service for approved emergent, urgent, and non-urgent referrals. The program shall review all outside consults and inpatient services. The process of performing the utilization review for approval of outside consultation or service must be completed within seven (7) working days from the time the physician’s referral request was written. The Contractor shall prepare a Utilization Management (UM) Plan to include sufficient detail on the following program aspects:

* Specialty referrals & consults, on-site and off-site;
* Medical transfers and resident movement;
* Development of specialty referral guidelines for common consults;
* Diagnostic procedures;
* Medical interventions;
* Ambulatory/Mobile surgery;
* Pre-certification of inpatient admissions;
* Other surgery;
* Inpatient medical/surgical case management;
* Catastrophic case management;
* Discharge planning;
* Infirmary management; and
* Chronic clinic guidelines.

The Contractor shall provide, upon request, guidelines used for the UM program which shall be Evidence/Criteria-Based Clinical Guidelines (ex. Milliman USA).

In addition, the Contractor shall include in the Utilization Review Program prospective reviews (review for medical necessity), concurrent reviews (review during care to evaluate progress) and retrospective reviews (review after care to determine outcome) accounting for all the following:

* Inpatient admissions;
* All specialty care referrals;
* Concurrent review of inpatient hospitalizations on daily basis; and
* Retrospective review of claims.

The Contractor shall rank priority of outpatient specialty consults and referrals as follows:

* Emergent – immediate action;
* Urgent – turnaround of request within 48 hours, completion of encounter within 14 days; and
* Routine – turnaround of referral within 5 business days, completion of encounter within 30 days in general.

**The following elements are requirements of the Contractors Utilization Management Program**

* Benchmarking of Clinical Outcomes;
* UM Process Documentation within Electronic Medical Record;
* Chart Reviews;
* Timeliness of Referral Response and Management – Emergent, Urgent, Routine;
* Timeliness of Care;
* Rates for Approval, Need for Additional Information or Alternative Treatment Plan;
* Readmissions with Given Time Period;
* Surgical Infection Rates;
* Outlier Cases;
* Sentinel Events;
* Data Comparison – Other Jurisdictions, Other Entities, Community Standard;
* Unnecessary Admissions, Unauthorized Admissions, Unreported Admissions;
* Unauthorized Length of Stay, Denied Days;
* Clinical Peer Review, Performance Evaluation;

### 3.6.7 PERFORMANCE INDICATORS

The Contractor shall accept the following as key performance indicators and the expected threshold for the services provided under this contract:

|  |  |
| --- | --- |
| **NURSING** | |
| **Category** | **Standard** |
| Annual Medical Consent | General Medical Consent Received within four (4) days of Intake.  Threshold 100% |
| Receiving Screening | Intake screening including Parole Violators (PV) is completed within one (1) day (secure care facility) and 3 days in RCH.  Threshold 100% |
| Transfer Screening  (Inbound) | Inbound transfer screenings including program returns captured within one (1) day (secure care facility) and three (3) days in RCH.  Threshold 100% |
| Transfer Screening (Outbound) | Outbound transfer screenings captured within one (1) day for secure care facilities and three (3) days for RCH.  Threshold 100% |
| Patient Care and Treatment | Diagnostic tests completed when due.  Threshold 100% |
| Patient Care and Treatment | Telephone orders confirmed within one (1) day for secure care facilities and within three (3) days in RCH.  Threshold 100% |
| Health Care Services and Support | Lab tests completed when due by nursing as ordered by the provider  Threshold 100% |
| Healthcare Services and Support | Consult appointments scheduled within fourteen (14) days of approval.  Threshold 100% |
| Infection Control Prevention | TST within 14 days of physical assessment (or symptoms checklist for past positive TST) and read within three (3) days.  Threshold 100% |
| Discharge Planning | Discharge from JJC completed by nursing within one (1) day in secure care facilities and within three (3) days in RCH.  Threshold 100% |
| Patient Care and Treatment | Audiometric screening is completed on each patient within 30 days of admission.  Threshold 100% |
| Patient Care and Treatment | Nursing Assessment Protocols, Policies/Procedures Chronic Disease Service Guidelines/Clinical Protocols will be reviewed annually, and the review will be documented.  Threshold 100% |
|  |  |

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| --- | --- |
| **PROVIDER** | |
| **Category** | **Standard** |
| Patient Care and Treatment | Initial physical assessment completed within four (4) days in secure care facilities and within seven (7) days in RCH.  Threshold 100% |
| Patient Care and Treatment | Parole violator physical assessments completed within four (4) days in secure care facility.  Threshold 100% |
| Patient Care and Treatment | Annual physical assessment completed within 365 days of previous assessment (i.e., anniversary date).  Threshold 100% |
| Healthcare Services and Support | Diagnostic tests within normal limits reviewed within seven (7) days of receipt.  Threshold 100% |
| Healthcare Services and Support | Lab tests within normal limits reviewed within seven (7) days of receipt.  Threshold 100% |
| Healthcare Services and Support | Consult appointments reviewed within three (3) days of appointment.  Threshold 100% |
| Patient Care and Treatment | Telephone orders signed within three (3) days.  Threshold 100% |
| Patient Care and Treatment | Provider sick calls within required time frames.  Threshold 100% |
| Infection Control Program | Reports of communicable diseases to NJDOH in accordance with NJDOH Reporting Requirements for Communicable Diseases.  Threshold 100% |
| Infection Control Program | Complete a communicable disease infection control measure report and submit it to JJC within 24 hours of confirmed/diagnosed communicable disease.  Threshold 100% |

|  |  |
| --- | --- |
| **MENTAL HEALTH PROVIDER** | |
| **Category** | **Standard** |
| Special Needs and Services | Psychological intake exam completed within three (3) days of admission in secure care facility and within seven (7) days in RCH.  Threshold 100% |
| Special Needs and Services | Mental Health Progress note within 24 hours of high-risk intake.  Threshold 100% |
| Special Needs and Services | Mental Health Treatment Plan completed within 14 days of intake of patient onto the special needs roster.  Threshold 100% |
| Special Needs and Services | Psychiatric evaluation completed within 7 days for secure care facilities and 14 days for RCH by the Psychiatrist.  Threshold 100% |
| Special Needs and Services | Mental Health treatment plan updated within three (3) months of previous treatment plan for patients on the special needs roster. Threshold 100% |
| Special Needs and Services | Mental health referrals completed within ten (10) days of routine referral.  Threshold 100% |
| Special Needs and Services | Psychological intake/follow-up completed within three (3) days of admission for parole violators within secure care facility.  Threshold 100% |
| Special Needs and Services | JSOTS: NJ Legislature S2003 Patients who are deemed repetitive and compulsive requiring individual sex offense counseling, receive individual sex offense counseling a minimum of three (3) times weekly. Threshold 100% |
| Special Needs and Services | Patients requiring psychotropic medication at the time of discharge are provided a two (2) week supply and a two (2) week prescription, at minimum, by the psychiatrist Threshold 100% |

JJC will program its EMR to collect data on each of the performance indicators listed above, as appropriate. Representatives of JJC and the Contractor shall meet quarterly at scheduled oversight meetings to review performance indicator reports.

JJC will monitor the Contractor’s performance in a continuous and ongoing effort to ensure that all requirements are being met in full.

## 3.7 MEDICAL RECORDS

Unless specifically stated otherwise in this RFP with respect to specific records, the Contractor shall maintain medical records (EMR & paper/chart) in accordance with JJC’s record retention policy. The Contractor shall ensure that all services are properly recorded in the appropriate residents’ health record in such a manner as to satisfy applicable requirements of governmental and accrediting agencies including the ACA and NCCHC. All medical records, staffing, and supplies shall be the responsibility of the Contractor.

Documentation - The Contractor shall ensure that qualified healthcare staff documents all healthcare encounters on the appropriate EMR forms.

Training - The Contractor shall train its personnel upon hire and on an ongoing basis. The Contractor shall ensure that all training is documented.

### 3.7.1 LABORATORY RECORDS

The Contractor shall develop an interface with a laboratory Contractor where all laboratory results can be directly downloaded into the EMR. Additional interfaces are currently being explored to include hospital discharge summaries and specialty consult reports. The Contractor shall cooperate in the continued usage of these interfaces as developed.

### 3.7.2 EMR DOWNTIME

While every effort is made to keep EMR operating continuously, there are times that the system will be taken down for maintenance, backup, or upgrade. To the extent possible, JJC schedules these activities to occur at times to minimize interference with the provision of healthcare services. EMR users are warned several days in advance of any scheduled downtime. In the event of a scheduled or unscheduled downtime of the EMR, the Contractor shall keep sufficient supplies of downtime forms available for all scheduled and unscheduled downtime. The authorized forms match the JJC EMR screens and can be found in the EMR under “medical Forms” Only these authorized downtime forms should be used to record all clinical encounters during any period where the EMR is down. The Contractor shall enter all data into the EMR when the system comes back up. The Contractor shall ensure that there is a site-by-site plan of action in the event of unscheduled downtime.

### 3.7.2 MEDICAL REFERENCE FILE

In addition to documenting in the EMR as required, the Contractor shall maintain a Medical Reference File for each resident. The Contractor shall ensure that accurate, comprehensive, legible records (with legible, dated, and timed signatures accompanied by a Name Stamp) are kept on each resident under its care. All documents that require patient signatures shall be returned to the facility for inclusion in the Medical Reference File. These documents must also be scanned into the EMR.

The Contractor shall assume all costs related to the maintenance of this Medical Reference File including form reproduction and provision of medical reference file jackets.

### 3.7.3 CONFIDENTIALITY AND INFORMED CONSENT

The Contractor shall ensure specific compliance with all applicable State and federal laws and regulations governing the confidentiality of JJC records, informed consent, PREA, and medical and legal access/disclosure including, but not limited to, N.J.S.A. 2A:4A-60, the Health Insurance Portability and Accountability Act (HIPAA) and N.J.S.A. 9:6-8.10a. This also includes, without limitation, safeguarding the confidentiality of resident information.

### 3.7.4 RECORD RETENTION AND RECORD COPYING

The Contractor shall comply with JJC policy FSS: 03:04 Records Retention, and Storage regarding the transfer, release, and retention of health records. The Contractor shall ensure there is cause for any duplication of records without prior authorization from JJC. Any requests for resident medical records shall be forwarded to the Office of the Executive Director who shall review, approve, or deny any release of medical and mental health records. All other requests for documents (I.e. other records or JJC policies should be sent to the HSSU for approval.

### 3.7.5 OWNERSHIP OF THE RECORD

All medical records prepared by the Contractor shall be the sole property of the JJC. The Contractor shall be the custodian of all medical records. At the expiration or termination of this contract, the custody of such medical records shall be transferred to the JJC. During the term of this contract, when issuing user access to medical records, JJC will take reasonable steps necessary to limit the use or disclosure of, and requests for, protected health information to the minimum necessary standards, a key protection of the HIPPA Privacy Rule. JJC’s obligation to maintain the confidentiality of information received from the Contractor, if any, provided to the JJC under this contract is conditioned upon and subject to the JJC’s obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., (“OPRA”), the New Jersey common law right to know, and any other lawful document request or subpoena.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the deliverables or services provided pursuant to this contract is served upon the Contractor, the Contractor agrees to notify the JJC in the most expeditious fashion possible following the receipt of such subpoena or other legal process.

### 3.7.6 RECORDS FOR DISCHARGED RESIDENTS

Medical and mental health records for discharged patients shall be forwarded to the Office of the Executive Director for approval. Upon approval, such records will be pulled from the JJC archives according to established JJC policies, procedures, and related Treasury Circular Letter requirements. Residents readmitted shall have their Medical Reference File requested from archives for inclusion in the current volume based upon the most recent admission. The Contractor shall maintain the medical records room for archived files in accordance with JJC and Treasury protocols. For continuity of care, and to the extent this area has already been established, the contractor will also maintain the records archived prior to the contractor assuming these duties.

### 3.7.7 RECORD ACCESS AFTER TERMINATION OF CONTRACT

Upon the expiration or termination of this contract, the Contractor may request access to the medical records including copying for any reasonable purpose, including without limitation, preparation for any litigation. Requests shall be forwarded to the Executive Director who shall review, approve, or deny any release of medical and mental health records.

## 3.8 REPORTS

### 3.8.1 NCCHC ACCREDITATION

If JJC seeks to pursue NCCHC accreditation, the Contractor shall provide weekly reports to the SCM/designee, detailing the status of scheduled visits, accreditation maintenance, and corrective plans. The Contractor shall also provide reports as requested from time to time detailing the progress toward achieving any other accreditation pursued by the JJC.

### 3.8.2 SPECIALTY CONSULT STATUS REPORT

The Contractor shall provide monthly reports of all referrals, for both on-site and off-site, for specialty care, including the status of canceled or postponed visits. This report shall include resident name, commit ID number, date of request, specialty service or diagnostic test, approval status, date completed and service location. The report shall be completed and delivered to the SCM/designee on the fifth of each month.

### 3.8.3 MONTHLY INDICATOR STATISTICAL AND NARRATIVE SUMMARY REPORT

The Contractor shall provide monthly reports by the 5th of each month that contain data, statistics, and information as listed in NCCHC requirements plus additional information that the SCM/designee determines useful. A listing of all deaths shall accompany this report and shall include resident name, Commit ID number, date of death, place of death, and cause of death. This report shall be submitted to the SCM/designee.

### 3.8.4 COMPUTERIZED DRUG UTILIZATION REPORT

The Contractor shall provide the SCM/designee a monthly-computerized drug utilization report. The report shall include formulary and non-formulary medications ordered, number of prescriptions and number of doses dispensed, and prescribing authority. The report shall be completed and delivered to the SCM/designee on the fifth of each month.

The report shall be completed and delivered to the SCM/designee on the fifth of each month.

### 3.8.6 MONTHLY INCIDENT REVIEW REPORT

For each JJC facility, the Contractor shall submit a monthly incident review report to the SCM/designee detailing all adverse incidents, sentinel events and any other quality improvement issues. The report shall be completed and delivered to the SCM/designee on the fifth of each month.

The Contractor shall prepare and participate in external reviews, inspections and audits as requested by the JJC and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

### 3.8.7 OFF-SITE MEDICAL TRIP AND REFERRAL REPORT

The Contractor shall prepare monthly medical and hospital trip reports. These reports shall include all off-site medical and hospital trips during the preceding month and provide an explanation for any scheduled consults which were canceled. The Contractor shall review the health care status of all residents admitted to an outside hospital on a daily basis to ensure that the duration of the hospitalization remains medically indicated. The Contractor shall provide medical updates for each shift to the SCM/designee for hospitalized residents. For all completed trips to and from the hospital, the Contractor shall provide a report including the resident’s name, date of trip, time, destination, and method of transportation to the SCM/designee. The report shall be completed and delivered to the SCM/designee on the fifth of each month.

### 3.8.8 TERMINATED/HIRED HEALTH CARE STAFF REPORT

The Contractor shall submit a monthly report on all employees hired and/or terminated for or from JJC during the month. This report shall be submitted to the SCM/designee on the fifth of each month.

### 3.8.9 TB REPORT

The Contractor shall submit the NJDOH TB 46 (TB Programs Form and TB Testing Survey Results) to the JJC SCM/designee and to NJDOH monthly.

### 3.8.10 ANNUAL COMPENSATION AND BENEFITS REPORT

The Contractor shall provide annually to the SCM/designee, a report describing the compensation and benefits for its personnel. This shall include the hourly rates of compensation actually paid for each of the Contractor’s staff, including independent Contractors.

### 3.8.11 ANNUAL MANAGEMENT PLAN

The Contractor shall submit to the SCM/designee, an annual management plan, including the Contractor’ short- and long-range plans, on the anniversary of the Contract commencement date.

### 3.8.12 TUBERCULOSIS RISK ASSESSMENTS

The Contractor shall submit to the SCM/designee a statistical report summarizing rates of infection and disease with findings and recommendations annually by December 31st.

### 3.8.13 REGULATORY AGENCY REPORTS

The Contractor shall report all citations from outside regulatory agencies to the SCM/designee upon occurrence. These agencies include, but are not limited to OSHA, and any federal or State of New Jersey regulatory agency.

### 3.8.14 REGULATED MEDICAL WASTE REPORT

The Contractor shall ensure medical waste reports are kept on site for each facility as required by law and be available to SCM/designee upon request.

### 3.8.15 MONTHLY ON-CALL SCHEDULE

The Contractor shall provide facility superintendents and the SCM/designee a monthly schedule of on-call medical staff to facility superintendents one (1) week prior to the start of the month.

### 3.8.16 CONTRACTOR NEW EMPLOYEE TRAINING/RECORD

The Contractor shall submit to the SCM/designee a report listing the personnel they trained, the course(s) taken, and date of completion. The report shall be completed and delivered to the SCM/designee on the fifth (5) of each month.

### 3.8.17 UTILIZATION REPORT

The Contractor shall provide ongoing and ad-hoc reporting on the following:

* Daily Inpatient hospital reporting/updates;
* Off-site medical trips and referral report;
* Diagnostic codes for admission, ongoing stay, and discharge;
* Identifying patterns of prescribing and trends analysis;
* Identification of outliers & variance;
* Inpatient days per month;
* Average Length of stay;
* Information availability by diagnostic code, facility, provider; and
* Site level availability for query and report functions.

The Contractor’s report must be developed in MS Word and/or MS Excel and be delivered to the SCM/designee on the fifth of each month.

### 3.8.18 TIME SHEETS

The Contractor shall provide a timesheet report in MS Excel format on the fifth of every month to the SCM/designee. The report shall detail the employees’ name, location worked, hours worked, title, shift, hourly rate, and dates worked. This report shall also detail any overtime billed to the JJC and the rationale for the overtime.

The Contractor’s staff shall use a SCM/designee approved timekeeping system when recording worked hours. Hours not logged in to the timekeeping system will not be compensated by the JJC.

### 3.8.19 REPORT BY JOB TITLE

The Contractor shall provide a monthly report in MS Excel format that summarizes the aggregate of total hours worked by job title as compared to the required work hours on the staffing matrix for the previous month. Variances between the staffing matrix and worked hours shall require a written explanation and must be submitted to the SCM/designee on the fifth of every month.

### 3.8.20 MONTHLY BILLING

The Contractor shall bill the JJC monthly for services rendered in two parts as listed below:

* Physical Health; and
* Mental Health

The billings shall be received no later than the 10th calendar day following the billing month. The billing shall include the supporting data (I.e. medical bills, invoices for supplies and/or 3rd party services) for the total billing amounts for the two categories listed above and that such data is formatted in an EXCEL spreadsheet that can be analyzed by JJC staff and ties directly to the billing summary which doubles as the price schedule for this RFP (see RFP Section 4.3.4). In other words, the supporting data shall be in an Excel spreadsheet and shall be organized in such a way that JJC staff can access it and manipulate it accordingly to determine legitimacy and accuracy.

## 3.9 TRAINING & EDUCATION

### 3.9.1 IN-SERVICE EDUCATION REQUIREMENT FOR HEALTHCARE PERSONNEL

The Contractor shall provide personnel training on appropriate healthcare practices for the various disciplines it will employ. The Contractor shall provide appropriate monthly in-service education programs for its entire staff. The Contractor shall ensure that a CQI Program as defined in policy, ACA, NCCHC standards exists at each facility to improve quality of service and that it shall address staff training needs on an ongoing basis. The Contractor shall document all employee training provided to their staff in the form of a training sign-in sheet which includes the date, time, topic, and facilitator singed by those in attendance. Orientation and training hours required by this Agreement are considered as time worked regarding the staffing Matrix***.***

Contractor staff training shall include, at a minimum, the following upon hire and refresher at frequency set forth below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Course** | **Required Attendance** | **Frequency** | **Provided By** |
| HIV/AIDS | All contracted nurses and physicians | Annually | Contractor |
| Infection Control and Universal/Standard precautions | All contracted nurses and physicians | Annually | Contractor |
| Fire Safety | All contracted nurses and physicians | Annually | JJC |
| Man Down Drills | All contracted nurses and physicians at  Program/Site specific review by all Contractor employees in conjunction with JJC | Annually | Contractor and JJC |
| Medication Education | JJC Youth Workers | Upon hire with annual refresher | Contractor |
| Right to Know | All contracted nurses and physicians  Employees who work with hazardous materials | Every 2 years | Contractor Nursing Services |
| JJC Health Policy Manual | All contracted nurses and physicians  And support staff s | Every 2 years | JJC |
| Monitoring of Restraint and Seclusion | All contracted nurses and physicians | Annually | Contractor |
| Cardiopulmonary Resuscitation (CPR) | All staff providing direct care All contracted nurses and physicians and support staff | Every 2 years | Contractor |
| AA/EEO Preventing Sexual Harassment | All contracted nurses and physicians | Every 2 years | Contractor |
| Updated Compliance Education Course | All Employees All contracted nurses and physicians | Annually | Contractor |
| HIPAA Training | All Employees All contracted nurses and physicians | Every 2 years New hire orientation | Contractor |
| PREA Training | All Employees All contracted nurses and physicians | Every Upon very 2 years | JJC |
| Suicide | All Employees All contracted nurses and physicians | Every 2 years | JJC Intranet as drafted by the Contractor |

Youth Workers are considered qualified after receiving and passing Fundamental Procedures of Medication Administration Training provided by the Contractor’s Registered Nurse. Youth Workers administering medications under the delegating authority of the Contractor shall be supplied with contact phone numbers of the Contractor’s on-call staff.

#### 3.9.1.1 ORIENTATION PROGRAM OUTLINED

The Contractor shall make available to the JJC a detailed description of its orientation program for all new personnel., including those hired initially at the inception of this contract. The training program shall be developed and conducted in conjunction with the HSSU and their designees and customized to the roles of the new hires at JJC. In addition, the specific healthcare practices as well, following their initial orientation.

#### 3.9.1.2 NEW EMPLOYEE ELECTRONIC MEDICAL RECORD (EMR) TRAINING REQUIREMENT

JJC grants permission to the Contractor to access and use the EMR for the purposes of performing and documenting services under this contract. The Contractor shall ensure that the EMR training be completed prior to on-site duty. The Contractor shall ensure that its staff can demonstrate EMR proficiency.

### 3.9.2 HEALTH EDUCATION OF RESIDENTS

The Contractor’s provider shall orient residents new to the facilities on what health and educational services are available to them and how to access these services. Areas of resident health education must include, but are not limited to:

* Personal Hygiene;
* Nutrition;
* Stress Management;
* Communicable Disease;
* HIV Infection;
* Hepatitis C prevention;
* Pregnancy Health Education;
* STI Health Education;
* Family Planning;
* Nutrition, Weight, Wellness & Exercise; and
* Parenting.

The Contractor shall include both formal and informal sessions, pamphlets, videos, etc. Additionally, each discipline shall be involved in the orientation of residents to its services, including the availability and means of accessing such services from all facilities.

The Contractor shall document all health education activities in its Monthly CQI Compliance Report, as well as in an annual report, which shall be cumulative for the year and be made available to JJC after the 4th quarter. . This documentation shall include subject matter, dates and number of residents receiving health education. Individualized health education plans developed specifically for residents shall be noted in the EMR.

### 3.9.3 AIDS EDUCATION FOR CONTRACTOR STAFF

All contracted nurses and physicians performing any direct patient care services,licensed or unlicensed*,* shall participate in HIV/AIDS educational program. This program shall be formulated and facilitated by the Contractor and approved by the SCM/designee.

### 3.9.4 JJC EMPLOYEE HEALTH EDUCATION PROGRAM

The Contractor shall provide training to JJC employees with potential for occupational exposure in various relevant aspects of health education. Annual training requirements shall include, at a minimum, the following topics:

* + Tuberculosis;
  + Bloodborne Pathogens Exposure Control Plan;
  + HIV and HepatitisInfection and Protection;
  + Response to Medical Emergency or Disaster; and
  + Other Infectious Disease and STD Transmission.

#### 3.9.4.1 INITIAL TRAINING FOR CORRECTION OFFICERS

As determined by the SCM/designee, the Contractor shall conduct initial training for all incoming correction officers in conjunction with the JJC Training Academy.

Academy Training Credential Requirement - Employees of the Contractor or any subcontractor, who provide instruction at the JJC Training Academy, shall apply for, and receive certification from the Police Training Commission (PTC), NJ Department of Law and Public Safety (NJDLPS).

### 3.9.5 CONTRACT EMPLOYEE TUBERCULOSIS TRAINING

The Contractor’s personnel shall be trained and given information, in accordance with PEOSH regulations, to ensure knowledge of TB transmission, its signs and symptoms, medical surveillance techniques and therapy. This training shall also include post exposure protocols to be followed in the event of an exposure incident.

The Contractor shall schedule the annual TB training for JJC employees with the facility Superintendent.

All JJC new hire, non-custody employees shall receive infection control training from the Contractor annually. Annual training, along with appropriate documentation, is required for all employees, custody, and non-custody alike, and must be provided by the Contractor.

### 3.9.6 BLOODBORNE PATHOGENS TRAINING

The Contractor shall provide annual training for the prevention of bloodborne pathogens for JJC facility employees. The training shall be in accordance with PEOSH requirements, and JJC Policy.

The Contractor shall document the training on the Employee Training Attendance Form which shall be kept in the employee file. JJC staff shall be scheduled for training by the Facility administration who will coordinate scheduling with the Contractor. The Contractor shall document the training and file the documentation in the employee record.

### 3.9.7 JJC EMPLOYEE MENTAL HEALTH EDUCATION PROGRAM

The Contractor shall provide training to JJC employees in various aspects of mental health education, including, at a minimum, the following requirements.

The Contractor shall ensure that all correctional police officers and supervisors receive four (4) hours of training annually on mental health issues. Training shall include, but not be limited to, the following:

* + Early warning signs of mental illness and how manifested in a person;
  + Recognition of Signs and Symptoms of Mental Disorders or Chemical Dependency;
  + Management of Mentally Ill residents;
  + De-escalation of Critical Incidents; and
  + Suicide Prevention.

The initial Contractor led training shall be conducted at the JJC Training Academy for all incoming officers and thereafter at a JJC facility to be determined by the SCM/Designee. The Contractor shall submit their proposed curriculum, trainer credentials, and training schedule to the JJC for approval before initiating the training.

Academy Training Credential Requirement - Employees of the Contractor or any subcontractor, who provide instruction at the JJC Training Academy, shall apply for, and receive certification from the PTC, NJ Department of Law, and Public Safety (NJDLPS).

### 3.9.8 TRAINING RECORD MAINTENANCE

The Contractor shall maintain and submit to the SCM/Designee a list of contractor personnel trained, along with dates and status of training on an annual basis or as mutually agreed upon by the Contractor and SCM/Designee. The Contractor shall also maintain a record of all contractor employee and subcontractors hired by the contractor training documentations to include but not limited to:

* Name of employee;
* Facilitator of the training;
* Training topic; and
* Hours of training and date.

The Contractor shall ensure that individual training records for JJC employees be maintained, in a secure and confidential manner. The Contractor will have access to theserecords asneeded, and shall make all necessary entries to reflect education and testing.

### 3.9.9 AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) TRAINING

The Contractor shall ensure at least one (1) Automatic External Defibrillator (AED) be maintained within the health services areas of each facility with not less than one (1) per site to be maintained within the infirmary or other designated location within the medical units. The Contractor shall ensure that appropriate AED training is completed by medical and JJC staff.

### 3.9.10 NURSE TRAINING

The Contractor shall provide orientation for all Subcontracted professional nursing workers prior to their first assignment. Orientation shall include but not limited to a nursing competency checklist to including, but not limited to, in oxygen administration, glucose monitoring, obtaining EKGs, medication administration, wound care, HIPAA compliance, and agency facility information.

## 3.10 CONTRACTOR PRICING

The Contractor shall recognize that the science of healthcare is constantly evolving and changing, with new technology, testing, treatment, and medications constantly appearing and receiving approval for use. The Contractor shall hold firm the pricing submitted for services offered for a period of (2) years from the date of contract award. The Contractor will be permitted to request a percentage price increase annually for each subsequent year of service. Note: The Contractor shall use the percentage increase formula agreed upon in the contract award.

### 3.10.1 PRICE INCREASE

If the Contractor chooses to request a price increase in any year following the second year of contract award, the Contactor shall submit the request in writing to the SCM/Designee. The request must document the reason for the price increase in a narrative format, provide a list of line-item expenses requested for increase, the percentage increase requested, and documentation for the basis of the percentage increase calculation.

### 3.10.2 PRICE INCREASE EVALUATION

The Contractor’s increase, if approved by the JJC shall be based on the agreed upon percentage increase formula and will be capped at 5% per year unless extraordinary circumstances require otherwise, i.e., Natural Disaster, Pandemic, etc. The JJC will make reasonable efforts to review and approve the request, provided requested documentation and any further requested documentation is provided to the JJC by the Contractor in a timely manner.

## 3.11 PASS THROUGH COSTS

The Contractor shall be responsible for the direct payment to vendors who provide pass-through services required under this Contract. The Contractor shall bill these services to the JJC with no upcharge adjustment monthly. The Contractor’s expenses will only be eligible for reimbursement provided the Contractor received prior approval from the SCM/Designee. The Contractor shall include all documentation of the incurred expense(s), to include invoices(s) at a minimum with its monthly billing, The Contractor shall forward all pass-through eligible invoices directly to the SCM/Designee for vetting, approval, and reimbursement to the Contractor.

# 4.0 QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE CONTRACTOR

## 4.1 QUOTE SUBMISSION

A Quote must arrive at the JJC in accordance with this Bid Solicitation’s instructions within the time frames noted on the Bid Solicitation cover sheet, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed.

Proposals may be submitted in the following ways:

* Physical Delivery: To be considered for an award, the physically delivered proposal must be received, in its entirety, by the JJC at the appropriate location by the required time. ANY PART OF THE PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

Juvenile Justice Commission

1001 Spruce Street, Suite 202

Trenton, New Jersey 08638

* E-mail: To be considered for award, the electronically delivered proposal must be received, in its entirety, by the date and time indicated on the Cover Sheet. ANY PART OF THE PROPOSAL NOT RECEIVED ON TIME WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. Bidders must limit the size of the e-mailed proposal to 10 MB. The E-mail and subject line shall read as follows:

Email Address: [jjcrfp@jjc.nj.gov](mailto:jjcrfp@jjc.nj.gov)

Subject Line: Physical and Mental Health Services – Juvenile Justice Commission

Example: Proposals that require multiple e-mails due to their size shall also indicate in the subject line the sequence number - the total number of e-mails sent. A proposal that requires three (3) e-mails shall have subject lines read as follows:

* + - E-mail #1 Subject Line: Physical and Mental Health Services – Juvenile Justice Commission (1 of 3)
    - E-mail #2 Subject Line: Physical and Mental Health Services – Juvenile Justice Commission (2 of 3)
    - E-mail #3 Subject Line: Physical and Mental Health Services – Juvenile Justice Commission (3 of 3)

The JJC will not respond to any questions related to the RFP or any other contract via this e-mail address. Bidders shall refer to RFP Section 1.9 Electronic Question and Answer Period.

## 4.2 QUOTE CONTENT

The Quote should be submitted in following sections with the content of each section as indicated below:

* Section 1 - Technical Quote (Section 4.3);
* Section 2 - Organizational Support and Experience;
* Section 3 - Any other documents to be included by the Bidder; and
* Section 4 – Supplied Price Sheet (Section 4.3.4).

If bidding on both categories of service, the Bidder must submit separate bid proposals for each category of service. A Bidder must complete the State-Supplied Price Sheet accompanying this Bid Solicitation.

## 4.3 TECHNICAL QUOTE

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the contract. The Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidder’s Quote.

### 4.3.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the JJC that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the JJC that the Bidder’s general approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder’s approach to completing the Contract. The Bidder’s response to this section should be designed to demonstrate to the JJC that the Bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate and that the Bidder’s Quote will lead to successful Contract completion.

### 4.3.2 CONTRACT MANAGEMENT

The Bidder shall describe its specific plans to manage the Contract to ensure satisfactory completion of JJC physical and mental health performance indicators and in accordance with Section 3.0 of this RFP. The proposal shall include the Bidder’s approach to communicating with the SCM/designee including, but not limited to, status meetings, status reports, etc.

The Bidder’s proposal must at a minimum describe in detail its plans for:

* Recruiting & Managing Clinical and Support Staff;
* Scheduling & Time Management of Personnel;
* Infection Control Program;
* Training;
* Pharmacy Formulary & Services;
* Providing Physical Health Services at Secure Care Facilities;
* Management Reports;
* Providing Mental Health Services; and
* Providing oversight and continuous quality improvement plan for services provided.

### 4.3.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes shall emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this Bid Solicitation.

The Bidder shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual’s name from the resume.

### 4.3.4 PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the format set forth in the supplied price schedule accompanying this Bid Solicitation. Any additional or supplemental versions of the supplied price schedule may not be accepted and may result in the Bidder’s Quote being deemed non-responsive.

The price sheet is in Excel Workbook format and separated into three (3) Excel Worksheets: Worksheet 1 “Summary of Costs”, Worksheet 2 “Physical Health Services Compensation Worksheet” and Worksheet 3 “Mental Health Services Compensation Worksheet. Modifications to the spreadsheet may deem the Bidder ineligible for Contract award. Bidders should also note that the workbook is protected, and only the required cells will allow the Bidder to enter cost information.

#### 4.3.4.1 Physical Health Services Compensation Worksheet Instructions

To be evaluated for a Physical Health Services award, the Bidder must complete this worksheet in its entirety and the Physical Health Services portion of the Summary of Costs worksheet. The Bidder shall calculate a weekly cost for the titles listed and pay careful attention to the number of employees required per week when providing the summation. If the Bidder chooses not to charge for services related to a specific title, the Bidder must enter $0 on the worksheet for that title. The $0 dollar offer will not constitute services not being rendered but instead the Bidder offering the service at no additional charge. The Bidder shall refer to all relevant scope of work sections of this RFP when calculating the total cost for each job title.

#### 4.3.4.2 Mental Health Services Compensation Worksheet Instructions

To be evaluated for a Mental Health Services award, the Bidder must complete this worksheet in its entirety and the Mental Health Services portion of the Summary of Costs worksheet. The Bidder shall calculate a weekly cost for the titles listed and pay careful attention to the number of employees required per week when providing the summation. If the Bidder chooses not to charge for services related to a specific title, the Bidder must enter $0 on the worksheet for that title. The $0 dollar offer will not constitute services not being rendered but instead the Bidder offering the service at no additional charge. The Bidder shall refer to all relevant scope of work sections of this RFP when calculating the total cost for each job title.

#### 4.3.4.3 Summary of Costs Instructions Physical Health Services

To be evaluated for a Physical Health Services award, the Bidder must enter a cost for each of the services listed under the Physical Health Services Category. This includes the cost of administering the contract, staff training, and providing an infection control program. The Bidder shall calculate a weekly cost for the services listed, if the Bidder chooses not to charge for services, the Bidder must enter $0 on the worksheet for that service. The $0 dollar offer will not constitute services not being rendered but instead the Bidder offering the service at no additional charge.

#### 4.3.4.4 Summary of Costs Instructions Mental Health Services

To be evaluated for a Mental Health Services award, the Bidder must enter a cost for each of the services listed under the Mental Health Services Category. This includes the cost of administering the contract and staff training. The Bidder shall calculate a weekly cost for the services listed, if the Bidder chooses not to charge for services, the Bidder must enter $0 on the worksheet for that service. The $0 dollar offer will not constitute services not being rendered but instead the Bidder offering the service at no additional charge.

#### 4.3.4.5 PASS-THROUGH PRICE LINE INSTRUCTIONS

The Bidder will not be required to complete this section, the various expenses listed are for informational purposes.

#### 4.3.4.6 PRICING INCREASE

The Bidder shall provide a methodology for price schedule increases as part of its bid proposal. The methodology should be developed based on a reputable inflationary index that calculates price increases relative to the services offered under this contract. The Bidder’s methodology must consider how the index is calculated particularly when identifying the service/labor items used in the index, weighted averages, etc. The Bidder shall provide an example formula and relevant documentation utilized in the price increase calculation as part of its proposal.

### 4.3.5 BACKUP STAFF

The Bidder shall include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff shall be clearly identified as backup staff.

### 4.3.6 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed as evidence of the Bidder’s ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for the contracting party. Beginning and ending dates should also be given for each contract.

The Bidder shall provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause. Additionally, the Bidder shall provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. Finally, the Bidder shall provide negative actions related to work performed outside of the projects of similar size and scope. In the event a Bidder neglects to include this information in its Quote, the Bidder’s omission of necessary disclosure information may be cause for rejection of the Bidder’s Quote by the State

### 4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the contract. In order to provide the State with the ability to evaluate the Bidder’s financial capacity and capability to undertake and successfully complete the contract, the Bidder shall submit the following:

For publicly traded companies the Bidder shall provide copies, or the electronic location of the annual reports filed for the two most recent years; or

For privately held companies the Bidder shall provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder’s most recent fiscal year.

If the information is not supplied with the Quote, the JJC may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The JJC reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

In the event the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

### 4.3.8 SUBCONTRACTOR(S)

Should the Bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the Bidder shall be responsible for the subcontractor(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws and regulations including, but not limited to N.J.S.A. 2A:4A-60 et seq. and HIPAA.

The Bidder shall provide a detailed description of services to be provided by each subcontractor, referencing the applicable section or subsection of this contract. Copies of all subcontractor contractual agreements shall be provided to the SCM/Designee upon commencement of this contract. No subcontractor work shall commence without written approval of the subcontractor by the SCM/Designee.

The Bidder shall provide detailed resumes for each subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractors are designated to perform.

The Bidder shall provide documentation demonstrating that each subcontractor has successfully performed work on contracts of a size and scope similar to the work that the subcontractor is designated to perform in this contract, or otherwise demonstrate to the satisfaction of the JJC that the subcontractors capability to perform the work designated in this contract.

### 4.3.9 ORGANIZATION CHARTS

The Bidder shall include an organization chart, with names showing management, supervisory and other key personnel for the Contractor and any subcontractors assigned to the contract. The chart should include the labor category and title of each such individual.

### 4.3.10 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality and the services to be provided under this Contract. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than two (2) months.

Such mobilization plan should include the following elements:

1. A detailed timetable for a mobilization period of two (2) months. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract;
2. The Bidder’s plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise, and monitor the Bidder’s mobilization of the Contract within the period of two (2) months. The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;
3. The Bidder’s plan for recruitment of staff within the period of two (2) months. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
4. The Bidder’s plan for providing Emergency/Hospital services, Infection Control Program, and Pharmacy services for Physical Health Bidders and providing Emergency/Hospital and Juvenile Sex Offense Treatment services for Mental Health Bidders.

### 4.3.11 ORAL PRESENTATION

Selected Bidders may be given an opportunity to give a 45-minute virtual visual presentation on the Bidder’s capabilities to meet the requirements of the Bid Solicitation. The demonstration shall also include an additional 15-minute question and answer period where the Bidder may be asked to clarify certain aspects of its proposed solution.

## 4.4 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms. As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in NJSTART on the “Terms and Categories” Tab within the Vendor Profile. Those forms that may be completed on the NJSTART “Terms and Categories” Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs “Vendor Forms” and “Attaching Files” for additional instructions.

<https://www.state.nj.us/treasury/purchase/vendor.shtml> [VENDOR QUICK REFERENCE GUIDES](https://www.state.nj.us/treasury/purchase/vendor.shtml)

### 4.4.1 [OFFER AND ACCEPTANCE PAGE](https://www.state.nj.us/treasury/purchase/forms/OfferandAcceptance.pdf)

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request, or the State may deem the Quote non-responsive.

### 4.4.2 [OWNERSHIP DISCLOSURE FORM](https://www.state.nj.us/treasury/purchase/forms/OwnershipDisclosure.pdf)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this form online in NJSTART on the “Terms and Categories” Tab.

A Bidder’s failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

### 4.4.3 [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf)

The Bidder should  submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).  If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request, or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the “Terms and Categories” Tab.

### 4.4.4 [DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf)

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.  If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request, or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the “Terms and Categories” Tab.

### 4.4.5 [MACBRIDE PRINCIPLES FORM](https://www.state.nj.us/treasury/purchase/forms/MacBridePrinciples.pdf)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request, or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the “Terms and Categories” Tab.

### 4.4.6 [SERVICE PERFORMANCE WITHIN THE UNITED STATES](https://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf)

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request, or the State may deem the Quote non-responsive.

### 4.4.7 [CONFIDENTIALITY/COMMITMENT TO DEFEND](https://www.state.nj.us/treasury/purchase/forms/ConfidentialityForm.pdf)

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, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, 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.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

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

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State 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 State’s 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. The State assumes no such responsibility or liability.

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

### 4.4.8 [PAY TO PLAY PROHIBITIONS](https://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdfhttps:/www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf)

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

### 4.4.9 [AFFIRMATIVE ACTION](https://www.state.nj.us/treasury/contract_compliance/index.shtml)

The intended Contractor and its named Subcontractor(s) must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction, and the application are available at <https://www.state.nj.us/treasury/contract_compliance/index.shtml>.

### 4.4.10 [BUSINESS REGISTRATION](https://www.state.nj.us/treasury/revenue/busregcert.shtml)

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in NJSTART. In the event of an issue with a Bidder’s Business Registration Certification Active status, NJSTART provides a link to take corrective action.

### 4.4.12 [CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C3](https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf)

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

# 5.0 SPECIAL TERMS AND CONDITIONS

## 5.1 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the deliverables, goods, or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor’s performance of this Contract.

## 5.2 CONTRACT TERM AND EXTENSION OPTION

The base term of the contract shall be for a period of five (5) years. By mutual written consent of the Contractor and JJC, the contract may be extended up to five (5) years, with no single extension exceeding one (1) year, with the total contracted term, including extensions, not to exceed ten (10) years in total.

## 5.3 AGREEMENT TRANSITION

In the event that a new contract has not been awarded prior to this contract expiration date, including any extensions exercised, and the JJC exercises this contract transition, the Contractor shall continue under the same terms, conditions, and pricing until a new contract can be completely operational. At no time shall this transition period extend more than **365** days beyond the expiration date of this contract including any extensions exercised.

## 5.3 AVAILABILITY OF FUNDS

The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the JJC for any payment of any money shall arise unless such funds are made available each fiscal year to the JJC by the Legislature.

## 5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and JJC.

## 5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in this contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due to any Subcontractors.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor performance of this contract.

## 5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request for substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

## 5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days’ notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to the Contractor’s Background IP as defined below, the work shall be considered “work for hire”, i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Contractor anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote.  Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this contract as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder’s/Contractor's Background IP delivered to the State for the purposes contemplated by this contract.

## 5.8 DATA CONFIDENTIALITY

1. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
2. By virtue of this contract the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor’s Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure (“Contractor Confidential Information”). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
3. The State’s Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not);
4. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the contract to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
5. The State agrees to hold Contractor’s Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
6. In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State’s intended response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information;
7. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor’s intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
8. Notwithstanding the requirements of nondisclosure described in this Sections 5.8, either party may release the other party’s Confidential Information:
   * if directed to do so by a court or arbitrator of competent jurisdiction; or
   * pursuant to a lawfully issued subpoena or other lawful document request:

1. In the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8 (6), or if Contractor is unsuccessful in defending its rights as described in Section 5.8 (6); or
2. In the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.8 (7), or if the State is unsuccessful in defending its rights as described in Section 5.8 (7), those documents shall be made available as requested.

## 5.9 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the JJC Director.

## 5.11 ADVERTISING

The Contractor shall not use the JJC’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the JJC Director.

## 5.12 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply JJC with evidence of all such licenses, permits and authorizations. All costs associated with any such licenses, permits, and authorizations must be considered by the Bidder in its Quote.

## 5.13 CLAIMS AND REMEDIES

### 5.13.1 CLAIMS

The parties agree that any contract signed on behalf of JJC by a state official shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

### 5.13.2 REMEDIES

Nothing in this contract shall be construed to be a waiver by the JJC of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by JJC Director.

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate this contract in accordance with the SSTC, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor’s price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

## 5.14 LIQUIDATED DAMAGES

The JJC and the Contractor (“the Parties”) agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor’s failure to meet the performance requirements. Any breach by the Contractor will directly impact the wellbeing of residents of JJC. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor’s performance deficiencies set forth within this section and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the JJC shall be entitled to recover liquidated damages under each section applicable to any given incident. The SCM/Designee has the sole discretion to determine whether liquidated damages should be assessed.

|  |  |
| --- | --- |
| Liquidated Damages Category | Liquidated Damages |
| Informed Consent/Right to Refuse | $100/Incident |
| Disaster Recovery Planning | $100/Incident |
| Confidentiality | $100/Incident |
| Health Care on Call Requirements | $100/Incident |
| Staffing Matrix | $100/Incident |
| Pharmacy Services | $100/Incident |
| Performance Indicators | $100/Incident |
| Management Reports | $100/Incident |

### 5.14.1 NOTIFICATION OF LIQUIDATED DAMAGES

Upon determination that liquidated damages are to be assessed, the SCM/Designee will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director. The Director may, in the Director’s sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this Contract.

### 5.14.2 CONDITION FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated at the sole discretion of the Director, only if all of the following conditions are met:

* The Contractor corrects the condition(s) for which liquidated damages were imposed;
* The Contractor notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
* The Director reviews and approves in writing the recommendation of State Contract Manager.

### 5.14.3 SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

### 5.14.4 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the Director. The waiver of any liquidated damages due shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

### 5.14.5 PAYMENT OF LIQUIDATED DAMAGES

Once assessed, liquidated damages will be deducted from any funds owed to the Contractor by the JJC, and in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the JJC within 30 calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor.

## 5.15 RETAINAGE

The amount of retainage for this Contract is 20%. The JJC shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the JJC shall review the Contractor’s performance. If performance has been satisfactory, the JJC shall release 90% of the retainage for the preceding three (3) month period. Following certification by the SCM/Designee that all services have been satisfactorily performed the balance of the retainage shall be released to the Contractor annually.

## 5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining the JJC Contract Manager’s recommendation and the Director’s written approval.

In the event of additional work and/or special projects, the Contractor must present a written Quote to perform the additional work to the JJC Contract Manager. The Quote should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its Quote.

The Contractor’s written Quote must provide a detailed description of the work to be performed broken down by task and subtask. The Quote should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor’s original Quote submitted in response to this Bid Solicitation. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor’s written Quote, the JJC State Contract Manager shall forward same to the Director for the Director’s written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the JJC Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey’s Office of Management and Budget and Office of Information Technology.

In the event the Contractor proceeds with additional work and/or special projects without the Director’s written approval, it shall be at the Contractor’s sole risk. The State shall be under no obligation to pay for work performed without the Director’s written approval.

## 5.17 MODIFICATIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Section 4.1 of the State Standard Terms and Conditions is deleted in its entirety and replaced with the following;

**4.1 INDEMNIFICATION**

1. CONTRACTOR RESPONSIBILITIES - The Contractor’s liability to the State and its employees in third party suits shall be as follows:
2. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body, or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and

iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and

iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.

1. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
2. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
3. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees, or agents.
4. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
5. The provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
6. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
7. The State of New Jersey will not indemnify, defend, or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
8. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims.

## 5.18 INSURANCE

### 5.18.1 INSURANCE – PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC is supplemented with the following:

Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than $5,000,000 per each occurrence, and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### 5.18.2 INSURANCE – CYBER BREACH INSURANCE

Section 4.2 of the SSTC supplemented with the following:

Cyber Breach Insurance: The Contractor shall carry Cyber Breach Insurance is sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than $10,000,000 or higher if appropriate. The insurance shall at a minimum cover the following: Data loss, malware, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured’s legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

### 5.18.2 LIMITATION OF LIABILITY OPTIONS

Section 4.0 of the SSTC is supplemented with the following:

**4.3 LIMITATION OF LIABILITY**

1. The Contractor’s liability for actual, direct damages resulting from the Contractor’s performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 300% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than $7,500,000. This limitation of liability shall not apply to the following:

i. The Contractor’s indemnification obligations as described in Section 4.1; and

ii. The Contractor’s breach of its obligations of confidentiality described in this Bid Solicitation.

1. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor’s breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
2. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

## 5.18 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor’s VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider’s Software provided under this Blanket P.O. was not accessible in the same manner as or to the degree set forth in the Vendor’s {Contractor’s} statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

## 5.19 CONTRACT DISPUTE RESOLUTION

The parties agree that in the event of a contractual dispute that has not been resolved for more than 30 days, upon a written notice of the dispute by either the Contractor or JJC, the parties agree to authorize an official to resolve the dispute and both such authorized officials shall meet in person within 14 days of such notice and negotiate in an attempt to reach a resolution to the contractual dispute.  If the authorized individuals are unable to resolve the dispute after 30 days from the date of the notice, the parties may agree to mediate the dispute and shall equally share the costs of retaining a mediator.  The mediator shall be selected by mutual agreement.  This dispute resolution process shall not toll the requirements of the New Jersey Tort Claims Act or the Contractual Liability Act.

## 5.20 JJC'S OPTION TO REDUCE SCOPE OF WORK REQUIREMENTS

The State has the option, in its sole discretion, to reduce the scope of work for any service called for under this Contract. In such an event, JJC shall provide 90 days advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor shall submit, within (5) five working days to the JJC Contracts Unit itemization of the work effort already completed. The Contractor shall be compensated for such work effort according to the applicable portions of this Contract.

## 5.21 SUSPENSION OF WORK

JJC may, for valid reason, issue a stop order directing the Contractor to suspend all or part of the work under this contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as JJC may thereafter direct in writing. If the suspension is determined by the SCM/Designee to be performance related, the reason for the suspension shall be added to the Contractor's approved schedule of performance indicators in RFP Section 3.6.7. JJC and the Contractor shall resume under the same terms of said contract.

# 6.0 QUOTE EVALUATION

## 6.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote.   The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

## 6.2 DIRECTORS RIGHT TO FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts in accordance with N.J.S.A. 52:34-12.

## 6.3 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State’s statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement but may be retained and considered in the evaluation of subsequent procurements.

## 6.4 JJC’S RIGHT TO INSPECT CONTRACTOR FACILITIES

The JJC reserves the right to inspect the Contractor’s establishment before making an award, for the purpose of ascertaining whether the Contractor has the necessary facilities for performing the contract.

The JJC may also consult with clients of the Contractor during the evaluation of Quotes. Such consultation is intended to assist the JJC in making a contract award that is most advantageous to the JJC.

## 6.5 CLARIFICATION OF QUOTE/JJC’S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the JJC as noted below, Bidder contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Quote.

Further, the Director reserves the right to request a Vendor to explain, in detail, how the Quote price was determined.

## 6.5 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the JJC. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

## 6.6 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some, or all of the Bidders may be asked to give an oral presentation to the State concerning its Quote. The content of the oral presentation shall be limited to the materials presented within the Bidder’s Quote. A Bidder may only present details to clarify information already provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations.

A Bidder may not attend the oral presentations of its competitors.

It is within the State’s discretion to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

## 6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this Bid Solicitation. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

### 6.7.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this Bid Solicitation. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

* Personnel: The qualifications and experience of the Contractor’s management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required;
* Experience of firm: The Contractor’s documented experience in successfully completing contract of a similar size and scope in relation to the work required by this Bid Solicitation; and
* Ability of firm to complete the Scope of Work based on its Technical Quote:  The Contractor’s demonstration in the Quote that the Contractor understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

### 6.7.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this Bid Solicitation.

### 6.7.3 TIE-BREAKING CRITERIA

Tie quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### 6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the JJC Director for award the responsible Contractor(s) whose Quote, conforming to this Bid Solicitation, is most advantageous to the JJC, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Contractor.

## 6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the JJC may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range.  The primary purpose of negotiations is to maximize the JJC’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost.  Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders.  Negotiations will be structured by the JJC to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the JJC may invite one (1) Bidder or multiple Bidder to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the JJC will not be considered, and the JJC will evaluate the Bidder’s most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s).  The JJC may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the JJC.

After evaluation of Quotes and as applicable, negotiation(s), and/or BAFO(s), the Evaluation Committee will recommend, to the JJC Director, the responsible Bidder(s) whose Quote(s), conforming to the Bid Solicitation, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject, or modify the recommendation of the Evaluation Committee. The Director may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

All contacts, records of initial evaluations, any correspondence with a Bidder related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes, and related documents will remain confidential until a notice of intent to award a contract is issued.

## 6.9 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Bidder performance: Contract cancellations for cause pursuant to Section 5.7(second bullet) of the SSTC; information contained in Bidder’s performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder’s work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Bidders should note that this list is not exhaustive.

## 6.10 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

# 7.0 CONTRACT AWARD

Award(s) will be made with reasonable promptness by written notice to that/those responsible Bidder(s), whose proposal(s), conforming to this Bid Solicitation, is(are) most advantageous to the JJC, price, and other factors considered. Any or all Quotes may be rejected when the JJC determines that it is in its best interest to do so.

The JJC intends to award a single Contractor for each service category listed below for a total of two (2) contract awards.

* Category 1 – Physical Health
* Category 2 – Mental Health

Bidders bidding on both categories, must submit separate bids for each category of service.

## 7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

### 7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO.134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C 17:12-5 ET SEQ.

The State shall not enter into a contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;

Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Contractor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor for completion and submission to the JJC with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a contract, the intended Contractor shall submit to the JJC, the Certification and Disclosure(s) within five (5) business days of the JJC’s request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a contract under this Bid Solicitation, as well as future contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Contractor Certification and Disclosure of Political Contributions form is located on the [Division’s website](https://www.state.nj.us/treasury/purchase/forms.shtml).

### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contract(s) primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Contractor of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE JJC SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED CONTRACTOR.

If any of the services cannot be performed within the United States, the Contractor shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Contractor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the https://www.state.nj.us/treasury/purchase/forms.shtml [Division’s website](https://www.state.nj.us/treasury/purchase/forms.shtml).

#### 7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, or any extension thereof, the Contractor or Subcontractor, who had upon contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such a contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

### 7.1.3 AFFIRMATIVE ACTION

The intended Contractor and its named Subcontractor(s) must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Contractors and named Subcontractor(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at <https://www.state.nj.us/treasury/contract_compliance/>.

### 7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Contractor and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract.

## 7.2 FINAL CONTRACT AWARD

Contract award will be made with reasonable promptness by written notice to that responsible Contractor, whose Quote, conforming to this Bid Solicitation, is most advantageous to the JJC, price, and other factors considered. Any or all Quotes may be rejected when the JJC Director determines that it is in the public interest to do so.

The State intends to award two (2) Blanket P.O. for each of the services categories represented in this RFP, in accordance with the evaluation criteria specified in Bid Solicitation Section 6.7.

## 7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. See Section 4.2 of the SSTC accompanying this Bid Solicitation and Bid Solicitation Section 5.18.

## 7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

# 8.0 CONTRACT ADMINISTRATION

## 8.1 JJC STATE CONTRACT MANAGER

The SCM/designee is the State employee responsible for the overall management and administration of the contract.

The SCM/designee for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager’s name, department, division, agency, address, telephone number, fax phone number, and email address.

### 8.1.1 JJC STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one (1) State office uses the contract, the SCM/designee will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The SCM/designee is the person who the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The SCM/designee is responsible for coordinating the use of the contract and resolving minor disputes between the Contractor and any component part of the SCM/designee’s Department. The SCM/designee is also responsible for notifying Office of Information Technology (OIT) and other appropriate parties of security and privacy violations or incidents. The SCM/designee cannot modify the contract, direct or approve a Change Order.

# DATA SECURITY REQUIREMENTS

## 9.1 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor’s approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) Calendar Days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

## 9.2 INFORMATION SECURITY PROGRAM MANAGEMENT

The Contractor shall establish and maintain a framework to provide assurance that information security strategies are aligned with and support the State’s business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Information security program management shall include, at a minimum, the following:

* Establishment of a management structure with clear reporting paths and explicit responsibility for information security;
* Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas listed in sections below;
* Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
* Independent review of the effectiveness of the Contractor’s information security program.

## 9.3 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

* Within ten (10) Calendar Days after award, the Contractor shall provide the State with contact information for the individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization’s programs of work and information systems;
* Throughout the solution development process, Contractor shall implement processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
* The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

## 9.4 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

* Position descriptions that include appropriate language regarding each role’s security requirements;
* To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
* Rules of behavior are established, and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
* Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
* Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual’s departure; and
* Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

## 9.5 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability, and privacy. Security awareness and training shall include, at a minimum:

* Personnel are provided with security awareness training upon hire and at least annually, thereafter;
* Security awareness training records are maintained as part of the personnel record;
* Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
* Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

## 9.6 RISK MANAGEMENT

The Contractor shall establish requirements for the identification, assessment, and treatment of information security risks to operations, information, and/or information systems. Risk management requirements shall include, at a minimum:

* An approach that categorizes systems and information based on their criticality and sensitivity;
* An approach that ensures risks are identified, documented, and assigned to appropriate personnel for assessment and treatment;
* Risk assessments shall be conducted throughout the lifecycles of information systems to identify, quantify, and prioritize risks against operational and control objectives and to design, implement, and exercise controls that provide reasonable assurance that security objectives will be met; and
* A plan under which risks are mitigated to an acceptable level and remediation actions are prioritized based on risk criteria and timelines for remediation are established. Risk treatment may also include the acceptance or transfer of risk.

## 9.7 PRIVACY

If there is State Data associated with the Contract, this section is applicable.

* Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
* Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, the New Jersey Privacy Notice found at NJ.gov New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers’ Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
* Security: Contractor agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
* Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
* Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State Data outside of the United States.
* Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
* Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor’s obligations under Bid Solicitation Section 6.34 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
* Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
* End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State’s most recent Media Protection policy, <https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf>, and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.
* In the event of loss of any State Data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State data.

## 9.8 ASSET MANAGEMENT

The Contractor shall implement administrative, technical, and physical controls necessary to safeguard information technology assets from threats to their confidentiality, integrity, or availability, whether internal or external, deliberate, or accidental. Asset management controls shall include at a minimum:

* Information technology asset identification and inventory;
* Assigning custodianship of assets; and
* Restricting the use of non-authorized devices.

## 9.9 SECURITY CATEGORIZATION

The Contractor shall implement processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact in the event that there is a loss of confidentiality, integrity, availability, or breach of privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls shall include the following, at a minimum:

* Implementing a data protection policy;
* Classifying data and information systems in accordance with their sensitivity and criticality;
* Masking sensitive data that is displayed or printed; and
* Implementing handling and labeling procedures.

## 9.10 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

* Media storage/access/transportation;
* Maintenance of sensitive data inventories;
* Application of cryptographic protections;
* Restricting the use of portable storage devices;
* Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
* Media disposal/sanitization.

## 9.11 CRYPTOGRAPHIC PROTECTIONS

The Contractor shall employ cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections shall include at a minimum:

* Using industry standard encryption algorithms;
* Establishing requirements for encryption of data in transit;
* Establishing requirements for encryption of data at rest; and
* Implementing cryptographic key management processes and controls.

## 9.12 ACCESS MANAGEMENT

The Contractor shall establish security requirements and ensure appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor’s information systems that contain or could be used to access State data. Access management plan shall include the following features:

* Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
* Implement account management processes for registration, updates, changes, and de-provisioning of system access;
* Apply the principles of least privilege when provisioning access to organizational assets;
* Provision access according to an individual’s role and business requirements for such access;
* Implement the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people;
* Conduct periodic reviews of access authorizations and controls.

## 9.13 IDENTITY AND AUTHENTICATION

The Contractor shall establish procedures and implement identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the State’s information and Contractor’s information and information systems. Identity and authentication provide a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls shall include, at a minimum:

* Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and
* Implementing multi-factor authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor’s systems.

## 9.14 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor’s internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

* Establishing centralized management of the Contractor’s remote access infrastructure;
* Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
* Training users in regard to information security risks and best practices related to remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

## 9.15 SECURITY ENGINEERING AND ARCHITECTURE

The Contractor shall employ security engineering and architecture principles for all information technology assets, and such principles shall incorporate industry recognized leading security practices and sufficiently address applicable statutory and regulatory obligations. Applying security engineering and architecture principles shall include:

* Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components;
* Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
* Incorporating security requirements into the systems throughout their life cycles;
* Delineating physical and logical security boundaries;
* Tailoring security controls to meet organizational and operational needs;
* Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
* Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
* Ensuring information system clock synchronization.

## 9.16 CONFIGURATION MANAGEMENT

The Contractor shall ensure that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management shall include, at a minimum:

* Hardening systems through baseline configurations; and
* Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

## 9.17 ENDPOINT SECURITY

The Contractor shall ensure that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security shall include, at a minimum:

* Maintaining an accurate and updated inventory of endpoint devices;
* Applying security categorizations and implementing appropriate and effective safeguards on endpoints;
* Maintaining currency with operating system and software updates and patches;
* Establishing physical and logical access controls;
* Applying data protection measures (e.g. cryptographic protections);
* Implementing anti-malware software, host-based firewalls, and port and device controls;
* Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
* Restricting access and/or use of ports and I/O devices; and
* Ensuring audit logging is implemented and logs are reviewed on a continuous basis.

## 9.18 ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for, and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this Bid Solicitation, including, at a minimum:

* Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;
* Developing policies and standards specific to ICS/SCADA/OT assets;
* Ensuring the secure configuration of ICS/SCADA/OT assets;
* Segmenting ICS/SCADA/OT networks from the rest of the Contractor’s networks;
* Ensuring least privilege and strong authentication controls are implemented;
* Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
* Conducting regular maintenance on ICS/SCADA/OT systems.

## 9.19 INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances, and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT security shall include, at a minimum, the following:

* Developing policies and standards specific to IoT assets;
* Ensuring the secure configuration of IoT assets;
* Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
* Segmenting IoT networks from the rest of the Contractor’s networks; and
* Ensuring least privilege and strong authentication controls are implemented.

## 9.20 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

* Establishing requirements for authorization to use mobile devices for organizational business purposes;
* Establishing Bring Your Own Device (BYOD) processes and restrictions;
* Establishing physical and logical access controls;
* Implementing network access restrictions for mobile devices;
* Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote wipe, etc.) are implemented and updated as necessary;
* Establishing approved application stores from which applications can be acquired;
* Establishing lists approved applications that can be used; and
* Training of mobile device users regarding security and safety.

## 9.21 NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are available to authorized network clients and protected from unauthorized access, the Contractor shall:

* Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);
* Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
* Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
* Control access to the Contractor’s information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

## 9.22 CLOUD SECURITY

The Contractor shall establish security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This shall ensure, at a minimum, the following:

* Security is accounted for in the acquisition and development of cloud services;
* The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
* Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and
* Controls necessary to protect sensitive data in public cloud environments are implemented.

## 9.23 CHANGE MANAGEMENT

The Contractor shall establish controls required to ensure change is managed effectively. Changes are appropriately tested, validated, and documented before implementing any change on a production network. Change management provides the Contractor with the ability to handle changes in a controlled, predictable, and repeatable manner, and to identify, assess, and minimize the risks to operations and security. Change management controls shall include, at a minimum, the following:

* Notifying all stakeholder of changes;
* Conducting a security impact analysis and testing for changes prior to rollout; and
* Verifying security functionality after the changes have been made.

## 9.24 MAINTENANCE

The Contractor shall implement processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security shall include, at a minimum, the following:

* Conducting scheduled and timely maintenance;
* Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
* Vetting, escorting, and monitoring third parties conducting maintenance operations on information technology assets.

## 9.25 THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and processes to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to the organization’s information technology assets and operations. Threat management includes, at a minimum:

* Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls, and procedures.
* Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization’s vendors, and other sources as appropriate.

## 9.26 VULNERABILITY AND PATCH MANAGEMENT

The Contractor shall implement proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following:

* Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
* Maintaining software and operating systems at the latest vendor-supported patch levels;
* Conducting penetration testing and red team exercises; and
* Employing qualified third parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

## 9.27 CONTINUOUS MONITORING

The Contractor shall implement continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices shall include, at a minimum, the following:

* Centralizing the collection and monitoring of event logs;
* Ensuring the content of audit records includes all relevant security event information;
* Protecting of audit records from tampering; and
* Detecting, investigating, and responding to incidents discovered through monitoring.

## 9.28 SYSTEM DEVELOPMENT AND ACQUISITION

The Contractor shall establish security requirements necessary to ensure that systems and application software programs developed by the Contractor or third parties (e.g. vendors, contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices shall include, at a minimum, the following:

* Secure coding;
* Separation of development, testing, and operational environments;
* Information input restrictions;
* Input data validation;
* Error handling;
* Security testing throughout development;
* Restrictions for access to program source code; and
* Security training of software developers and system implementers.

## 9.29 PROJECT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices shall include, at a minimum:

* Defining and implementing security requirements;
* Allocating resources required to protect systems and information; and
* Ensuring security requirements are accounted for throughout the SDLC.

## 9.30 CAPACITY AND PERFORMANCE MANAGEMENT

The Contractor shall implement processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices shall include, at a minimum, the following:

* Ensuring the availability, quality, and adequate capacity of computing, storage, memory, and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
* Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

## 9.31 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

* Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
* Due diligence security reviews of suppliers and third parties with access to the Contractor’s systems and sensitive information;
* Third party interconnection security; and
* Independent testing and security assessments of supplier technologies and supplier organizations.

## 9.32 PHYSICAL AND ENVIRONMENTAL SECURITY

The Contractor shall establish physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls shall include, at a minimum, the following:

* Physical access controls (e.g. locks, security gates and guards, etc.);
* Visitor controls;
* Security monitoring and auditing of physical access;
* Emergency shutoff;
* Emergency power;
* Emergency lighting;
* Fire protection;
* Temperature and humidity controls;
* Water damage protection; and
* Delivery and removal of information assets controls.

## 9.33 CONTINGENCY PLANNING

The Contractor shall develop, implement, test, and maintain a contingency plan to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. The plan shall address the following:

* Backup and recovery strategies;
* Continuity of operations;
* Disaster recovery; and
* Crisis management.

## 9.34 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

* Information security incident reporting awareness;
* Incident response planning and handling;
* Establishment of an incident response team;
* Cybersecurity insurance;
* Contracts with external incident response services specialists; and
* Contacts with law enforcement cybersecurity units.

## 9.35 TAX RETURN DATA SECURITY

A. PERFORMANCE

* In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
* All work will be done under the supervision of the Contractor or the Contractor’s employees;
* Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract Disclosure to anyone other than an officer or employee of the Contractor will be prohibited;
* All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material;
* The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and the Contractor will retain no output at the time the work is completed.  If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures;
* Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee.  When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used;
* All computer systems receiving, processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls.  All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
* No work involving federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS;
* The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office; and
* The agency will have the right to void this Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

* Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years’, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure.  These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1;
* Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract  Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract  Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution.  Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431;
* Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a.  Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000; and
* Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information.  Contractors must maintain its authorization to access FTI through annual recertification.  The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.