

REQUEST FOR PROPOSAL (RFP) 02-X-33677

**FOR THE NJDOC –**

INMATE MEDICAL AND DENTAL SERVICES

INPATIENT/OUTPATIENT MENTAL HEALTH AND SEXUAL OFFENDER TREATMENT

SUBSTANCE ABUSE DISORDER SERVICES

PSYCHOLOGICAL EXAMINATION FOR CORRECTIONAL OFFICER RECRUITS

**FOR THE JJC –**

INMATE MEDICAL AND MENTAL HEALTH CARE SERVICES

**SPECIAL TERMS AND CONDITIONS**

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## **1.0 Information for Bidders**

### **1.1 Purpose and Intent – General**

This Request for Proposals (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for New Jersey Department of Corrections (NJDOC) Inmate Health Care and Mental Health, Sexual Offender and Substance Use Disorder Treatment Services. This RFP also presents the opportunity to bid on Psychological Evaluation Services for Correction Officer Recruits for the NJDOC. Additionally this RFP is soliciting proposals for qualified bids for the Juvenile Justice Commission for Inmate Health Care and Mental Health Care Services.

The NJDOC is responsible through the contractor(s) for the provision of inmate health care services to include medical, dental, mental health, substance abuse and related support services for the inmate population. The NJDOC average inmate population for the month of October 2001, was 24,448 in State facilities and 1,579 in county jails. Detailed current statistics will be available at the bidders' conference; however, historical and current statistics are not represented as a guaranty of minimum or maximum populations for the duration of the contract. The NJDOC does not guarantee any minimum or maximum populations or any continuation of current or historical trends.

The Director, Division of Purchase and Property may extend the contract for three additional years, on a yearly basis, if it appears to be in the best interest of the State and it is agreeable to the contractor. The NJDOC will consider a rate increase for each year of the three-year renewal period if and when the contractor properly documents the need for any increase. The same procedure will be used to adjust the rates for the second and or third year of the base contract. The maximum increases will be based on the change in the weighted average composite of the New Jersey CPI-U for the prior year using the weights for New York City sixty-six percent (66%)/Philadelphia thirty-three percent (33%). This calculation will be applied against the actual per annum, per inmate cost (per capita rate) already in place for the preceding year of the contract.

This Request for Proposal is seeking bids in four specific areas as outlined below:

- Section 3.1: Medical Services and Dental Services
- Section 3.2: Inpatient/Outpatient Mental Health and Sexual Offender Treatment
- Section 3.3: Substance Use Disorder Treatment Services
- Section 3.4: Psychological Examination for Correction and Parole Officer Recruits
- Section 3.5: Inmate Medical and Mental Health Services for the Juvenile Justice Commission.

The requirements for JJC are unique to the JJC and are detailed in the Scope of Work. There are separate per diem rate price lines specific to this agency.

Vendors may bid on any or all of the sections of this RFP, but must submit a separate cost proposal for each section bid, based on the requirements listed within this document.

The State does not guarantee any minimum or maximum populations or any continuation of current or historical trends. However, the State does recognize that any bidder choosing to submit a bid proposal for the entire scope of work may realize economies in scale. In an effort to share in the cost savings the State is providing a percent discount pricing line. The percentage discount offered by any bidder submitting a proposal on the entire scope of work or multiple sections of the RFP will be considered in the cost analysis.

### **1.1.1 Purpose and Intent - Medical and Dental Services**

The medical contractor's primary role is to provide on-site medical services to inmates at all of the 14 major NJDOC institutions (and their associated facilities) identified in the institutional profiles, through the use of employees or contracted services. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialties and laboratories subject to any restrictions or limitations contained within this RFP. During the term of this contract the contractor shall:

- a. Provide and deliver to the inmate population of NJDOC high quality health care services, that can be audited against established standards, throughout the term of the contract;
- b. Manage and operate a comprehensive health care services program, offering a full range of medical, dental and mental health programming with maximum on-site delivery of services, and with community standard quality improvement and utilization management programs;
- c. Operate the health care service program based on a contractual staffing plan using only licensed, registered, certified and professionally trained personnel, in accordance with any and all licensing requirements of the State of New Jersey;
- d. Comply fully with New Jersey Administrative Code 10A: 16, "Medical and Health Services" (NJAC), all applicable laws, rules, and Regulations of the State of New Jersey, all court orders and consent decrees, as well as the established policies and procedures of the NJDOC, and New Jersey Department of Health and Senior Services (NJDHSS), and to cooperate with the NJDOC Quality Assurance Program;
- e. Obtain and maintain National Commission on Correctional Health Care (NCCHC) accreditation at each institution;
- f. Offer a comprehensive program for tuberculosis prevention for all State employees and inmates, incorporating NJDHS policies;
- g. Offer continuing staff education for contractor staff personnel, training for correctional staff, and inmate health education;
- h. Maintain complete and accurate records of care in the electronic medical record (EMR), as well as paper back up charts;
- i. Collect and analyze health care statistics on a regular basis, and forward such reports to the NJDOC Health Services Unit, according to the contractual reporting requirements;
- j. Cooperate fully with the NJDOC Office of Information Technology and the Health Services Unit in utilizing and maintaining the electronic medical record;
- k. Develop and implement a full manual of appropriate policies and procedures regarding all inmate health care matters, in cooperation with the NJDOC Health Services Unit;

- l. Comply with all New Jersey State licensure requirements and standards regarding delivery of health care;
- m. Operate the health care program in a humane manner with respect to the right of all inmates to community standard health care services;
- n. Maintain full reporting and accountability to the NJDOC, and maintain an open and collaborative relationship with the administration and staff of NJDOC;
- o. Provide all services prescribed within the RFP with no exclusions and at no cost to the NJDOC beyond the agreed upon capitation rate;
- p. Participate in peer review, mortality review, case review and other such functions, and cooperate with all parties participating in such functions to achieve the common goal of providing quality health care to inmates.

**1.1.2 Purpose and Intent– Inpatient/Outpatient Mental Health and Sexual Offender Treatment**

NJDOC is requesting cost proposals for mental health services. Qualified bidders are asked to submit a comprehensive proposal covering all of the following service and treatment programs:

- Inpatient Mental Health Treatment
- Outpatient Mental Health Treatment
- Intake Mental Health Evaluations
- Routine Mental Health Evaluations
- Inpatient Sexual Offender Treatment
- Outpatient Sexual Offender Treatment

The mental health contractor’s primary role is to provide on-site mental health services to inmates at all of the 14 major NJDOC institutions (and their associated facilities) identified in the institutional profiles, through the use of employees or contracted services. During the term of this contract the contractor shall:

- a. Provide and deliver to the inmate population of NJDOC high quality mental health care services, that can be audited against established standards, throughout the term of the contract;
- b. Manage and operate a comprehensive mental health care services program, offering a full range of mental health programming with maximum on-site delivery of services, and with community standard quality improvement and utilization management programs;
- c. Operate the mental health care service program based on a contractual staffing plan using only licensed, registered, certified and professionally trained personnel, in accordance with any and all licensing requirements of the State of New Jersey;

- d. Comply fully with New Jersey Administrative Code 10A: 16, "Medical and Health Services" (NJAC), all applicable laws, rules, and Regulations of the State of New Jersey, all court orders and consent decrees, as well as the established policies and procedures of the NJDOC, and to cooperate with the NJDOC Quality Assurance Program;
- e. Cooperate with the NJDOC and medical contractor on obtaining and maintaining National Commission on Correctional Health Care (NCCHC) accreditation at each institution;
- f. Offer continuing staff education for contractor staff personnel and training for correctional staff;
- g. Maintain complete and accurate records of care in the electronic medical record (EMR), as well as reference chart back up;
- h. Collect and analyze mental health care statistics on a regular basis, and forward such reports to the NJDOC Health Services Unit, according to the contractual reporting requirements;
- i. Cooperate fully with the NJDOC Office of Information Technology and the Health Services Unit in utilizing and maintaining the electronic medical record;
- j. Develop and implement a full manual of appropriate policies and procedures regarding all inmate mental health care matters, in cooperation with the NJDOC Health Services Unit;
- k. Comply with all New Jersey State licensure requirements and standards regarding delivery of mental health care;
- l. Operate the mental health care program in a humane manner with respect to the right of all inmates to community standard health care services;
- m. Maintain full reporting and accountability to the NJDOC, and maintain an open and collaborative relationship with the administration and staff of NJDOC;
- n. Provide all services prescribed within the RFP with no exclusions and at no cost to the NJDOC beyond the agreed upon capitation rate;
- o. Participate in peer review, mortality review, case review and other such functions, and cooperate with all parties participating in such functions to achieve the common goal of providing quality health care to inmates.

### **1.1.3 Purpose and Intent - Substance Use Disorder Treatment Services**

The NJDOC is requesting cost proposals for the provision of prison based substance use disorder treatment services for its substance abuse/substance dependent inmate population. Qualified bidders are asked to submit a comprehensive proposal covering the following in-prison treatment program:

#### **Therapeutic Community**

The NJDOC has outlined within this document the treatment goals and project specifications for each of these treatment programs. Those organizations that submit a proposal must be able to demonstrate an understanding of the treatment need and approach, as well as have the experience, commitment and

oversight capability to ensure the highest quality in services provided. This applies to both direct and subcontracted treatment services.

#### **1.1.4 Purpose and Intent– Psychological Examination of Correction and Parole Officer Recruits**

This section of the RFP covers requirements for psychological examinations of applicants for the positions of correction officer and parole officer recruit, at the NJDOC of Corrections' Custody Recruitment Unit ONLY. It requires a separate bid proposal, tailored expressly for serving the Custody Recruitment Unit's pre-employment screening efforts.

- a. Bids will only be considered from professional associations in which a licensed psychologist owns the controlling interest, or from an individually licensed psychologist. All bidders must be in good standing with the Division of Purchase and Property and all other professional governing boards.
- b. The NJDOC expects only the highest standards of professional conduct in all aspects of the performance of this contract. The intent to engage only professional associations or New Jersey licensed psychologists is to ensure quality control, peer review, and affix liability.
- c. It is the sole responsibility of the contractor to provide licensed, experienced practitioners including, but not limited to, psychologists and other technicians.
- d. It is required that continuity and inter-rater reliability be maintained with regard to the team of psychologists used. The NJDOC requires proof of assessor training on test battery used and prior notification when a substitution is made for a regular, licensed psychologist. The contractor is responsible for providing examination materials and equipment (audio tape recorders, tapes), equipment maintenance and ongoing assessor training.

#### **1.1.5 Purpose and Intent- Juvenile Justice Commission Inmate Medical, Dental and Mental Health Services**

The requirements unique to the JJC are detailed in the Scope of Work and there are separate per diem rate price lines specific to this agency.

### **1.2 Background**

#### **1.2.1 Background – Medical and Dental Services**

The NJDOC is requesting proposals for the provision of health care services to its inmate population. This is to include medical and dental services, health care personnel and program support services for its adult correctional facilities. This contract is expected to be for a three-year period, with three, one year contract extensions.

It is recognized that the science of healthcare is constantly changing, with new technology, testing, treatment and medications constantly appearing and receiving approval for use. It is expected, for the duration of this contract, that the healthcare vendor has anticipated and considered these potential developments in its projections and pricing.

While it is recognized that some new developments bring with them new costs, savings in other area (e.g. specialist referrals, progression of illness, hospitalizations, quality of life, etc) often offset them. Therefore, the contract healthcare vendor is expected to provide new developments in care, in order to keep in line with Community Standards of Care, without additional compensation during the term of these contracts with the State.

The NJDOC will monitor the contractor's performance of this contract in accordance with the contracts' terms and conditions as well as, community standards of care. A description of all monitoring and enforcement programs is contained in Appendix A.

The prison population includes State inmates serving time in county jails and NJDOC inmates in community residential programs (except where the State has established other arrangements for the provision of health care services). Post-sentenced inmates that are housed in the county jail are included beyond the fifteenth day after sentencing and Parole Violators are covered on the first day of confinement after the execution of a warrant.

Average Daily Inmate Census will not include New Jersey sentenced inmates serving time out of State (i.e. Interstate Compact), parolees, inmates on escape status prior to their return to custody, or inmates on remand to another jurisdiction. The daily inmate census fluctuates based on factors beyond the control of NJDOC. NJDOC makes no warranties that either the current census or the NJDOC inmate population history will accurately reflect the future inmate census figures. Any large increases in census, for reasons such as expansion of a current facility or addition of a new facility, shall be addressed via a corresponding increment in the average daily census calculation. Payment shall be at the standard per capita rate. Any decrease small or large in census shall result in a decrease in the average daily census calculation. Payment, however, will remain at the standard per capita rate, unless such decrease is caused by affirmative and express actors by the NJDOC directly.

The NJDOC houses inmates within prisons of other States and is responsible for payment of any extraordinary care, as determined by the receiving state, other than routine medical services. The contractor will provide payment and review of such service, should another State demand reimbursement. NJDOC has the option of returning the inmate to a NJDOC correctional facility, if administratively possible. Conversely, the contractor shall provide routine medical care for the inmates of other States, who are in NJDOC custody, and shall establish a policy for the provision of necessary extraordinary care.

As of October 30, 2001, there were 1,579 State inmates housed in county jails within New Jersey. This number represents those that have had a parole warrant executed and are in county jail custody or are post-sentenced and have been in a county jail more than fifteen days post-sentencing. The NJDOC has been directly responsible for extraordinary health care for State inmates in county jails (as defined in the NJDOC's "County Purchase of Service" Procedure Manual). As the manual indicates, presently the NJDOC is responsible for the costs associated with extraordinary care - under this agreement the contractor shall be the responsible party. The contractor shall provide a mechanism for management, utilization review and cost. Current information regarding history of hospitalizations for these inmates will be available at the bidders' conference. NJDOC policy is to transfer severely ill county-housed State inmates into State facilities.

### **1.2.2 Background - Inpatient/Outpatient Mental Health and Sexual Offender Treatment**

The NJDOC is requesting proposals for the provision of mental health care services to its inmate population. This is to include mental health care services, mental health care personnel and program support services for its adult correctional facilities. This contract is expected to be for a three-year period, with three, one year contract extensions.

It is recognized that the science of mental healthcare is constantly changing, with new technology, testing, treatment and medications constantly appearing and receiving approval for use. It is expected, for the duration of this contract, that the healthcare vendor has anticipated and considered these potential developments in its projections and pricing.



While it is recognized that some new developments bring with them new costs, savings in other area (e.g. specialist referrals, progression of illness, hospitalizations, quality of life, etc) often offset them. Therefore, the contract healthcare vendor is expected to provide all appropriate new developments in care, in order to keep in line with Community Standards of required care, without additional compensation during the term of these contracts with the State.

The NJDOC will monitor the contractor's performance of this contract in accordance with the contracts' terms and conditions as well as, community standards of care. A description of all monitoring and enforcement programs is contained in Appendix A.

Unlike the Medical Services portion of the contract State Inmates in county facilities are not included in the Mental Health scope of service. In the unlikely event that the population numbers significantly increase in the county jails, routine administrative and classification Psychological Evaluations may be requested for from the mental health contractor. Bidders should offer pricing in their responses for these evaluations on a cost per evaluation basis.

Average Daily Inmate Census will not include New Jersey sentenced inmates serving time out of State (i.e. Interstate Compact), parolees, inmates on escape status prior to their return to custody, or inmates on remand to another jurisdiction. The daily inmate census fluctuates based on factors beyond the control of NJDOC. NJDOC makes no warranties that either the current census or the NJDOC inmate population history will accurately reflect the future inmate census figures. Any large increases in census, for reasons such as expansion of a current facility or addition of a new facility, shall be addressed via a corresponding increment in the average daily census calculation. Payment shall be at the standard per capita rate. Any decrease small or large in census shall result in a decrease in the average daily census calculation. Payment, however, will remain at the standard per capita rate, unless such decrease is caused by affirmative and express actors by the NJDOC directly.

As of October 30, 2001, there were 1,579 State inmates housed in county jails within New Jersey. This number represents those that have had a parole warrant executed and are in county jail custody or are post-sentenced and have been in a county jail more than fifteen days post-sentencing.

### **1.2.3 Background - Substance Use Disorder Treatment Services**

The NJDOC is obligated to act in the interest of public safety and at the same time, provide its inmate population with the necessary tools to successfully re-enter society. To meet this goal, the NJDOC made it a priority to provide treatment to its substance use disorder population.

The level and type of treatment to be provided to the addicted inmate is dependent upon many factors including substance use and criminal history, addiction severity, age, offense and sentence. Those inmates who have been determined to have a moderate to severe drug/alcohol addiction, have sufficient time to participate in the full treatment program and have not committed an offense which precludes them from achieving minimum custody status and/or community release are referred to one of the NJDOC's eleven Therapeutic Community programs.

Note: The cost basis for Substance Use Disorder Treatment Services is based on required staffing ratios as outlined in this document (Attachment K). The bid for Substance Use Disorder Treatment Services should reflect anticipated personnel and other expenses; the census is not used as a factor in determining costs.

### **1.3 Key Events**

#### **1.3.1 Questions and Inquiries**

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
PO BOX 230  
Trenton, New Jersey 08625-0230  
Attention: Anthony F. Genovese

Fax Number: (609)292-5170

##### **1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

A Mandatory Pre-Bid Conference has been scheduled on April 15, 2002 for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

##### **1.3.1.2 Question Protocol**

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

### 1.3.2 Mandatory Site Visits

Mandatory Site Visits are scheduled for this procurement. All bidders are required to attend site visits

The date, time, and location are as follows:

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**DAY ONE** **04/02/2002**

9 AM-Northern State Prison \* 168 Frontage Road, Newark, NJ

1 PM-Kearny Unit 3035 Hackensack Avenue, Kearny, NJ

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**DAY TWO** **04/03/2002**

9 AM-Adult Diagnostic & Treatment Center 8 Production Way, Avenel, NJ

1 PM-East Jersey State Prison US Rt. 1 @ Rahway Avenue, Woodbridge, NJ

2:30-Rahway Camp US Rt. 1 @ Rahway Avenue, Woodbridge, NJ

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**DAY THREE** **04/04/2002**

9 AM-Edna Mahan Correctional Facility for Women \* 30 County Route 513, Clinton, NJ

1 PM-Mountainview Youth Correctional Facility \* US Route 22 (one mile east of town of Annandale), NJ

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**DAY FOUR** **04/05/2002**

9 AM-Bayside State Prison 4293 Rt. 47, Leesburg, NJ

1 PM-Southern State Correctional Facility\* 4295 Route 47, Delmont, NJ

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**DAY FIVE** **04/08/2002**

9 AM-South Woods State Prison \* 215 South Burlington Rd, Bridgeton, NJ

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**DAY SIX****04/09/2002****9 AM-Albert C. Wagner Youth Correctional Facility****Ward Avenue, Bordentown, NJ****1 PM-Garden State Youth Correctional Facility \*****Highbridge Road off route 130, Yardville, NJ**

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**DAY SEVEN****04/10/2002****9 AM-Central Reception and Assignment Facility****Stuyvesant Avenue, Trenton, NJ****1 PM-New Jersey State Prison****Second & Cass Street, Trenton, NJ**

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**DAY EIGHT****04/11/2002****9 AM-Mid-State Correctional Facility****Range Road, Fort Dix, NJ****1 PM-Riverfront State Prison \*****Elm Street & Delaware Avenue, Camden, NJ**

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**DAY NINE****04/12/2002****9 AM-New Jersey Training School for Boys****Grace Hill Road, Jamesburg, NJ****1 PM-Juvenile Medium Security Facility****Burlington Street, Bordentown, NJ**

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- ❖ An asterisk\* after the facility name indicates that the tour will involve a tour of the current Therapeutic Community program space.

Directions to each site are included in the Appendix F. There will be no transportation provided.

All participants must pre-register for site visits and must bring appropriate identification. Participants pre-register by Faxing Site Visit Registration information to NJDOC Health Services Unit, ATTN: Richard Cevasco – 609-341-3399. Registration Requests must include full legal name, home address, name of company represented, and business telephone number and FAX number. Participants that bring contraband (e.g. cellular telephones, pagers, tape recorders, cameras or anything considered to be a weapon) to site visit will not be admitted.

**CAUTION:** Bids will be automatically rejected from any bidder that was not represented or failed to properly register for the mandatory site visits.

**IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISITS. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1**

### **1.3.3 Mandatory Pre-Bid Conference**

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows: All potential bidders must register upon arrival.

**Date: 04/15/2002**

**Time: 9:00 AM**

**Location: New Jersey Department of Corrections**  
Whittlesey Road and Stuyvesant Avenue  
Trenton, NJ

**CAUTION:** Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre- Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees in written addendum to the RFP. Answers to deferred questions will also be distributed to attendees in written addendum to this RFP.

### **1.3.4 Document Review Room**

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory. This room will be accessible from 9 a.m. to 4 p.m. by appointment only on the following dates:

**Friday 04/12/2002 through Friday 04/19/2002.**

All appointments are scheduled through New Jersey Department of Corrections, Health Services Unit (609) 984-4102.

The document review room will be located at:

New Jersey Department of Corrections  
Bates Building Conference Room  
Whittlesey Road and Stuyvesant Avenue  
Trenton, NJ

Use of NJDOC equipment by potential bidders is not permitted for copying anything related to this RFP or documents located in the document review room.

The document review room shall contain the following information as listed as well as additional information:

- Roe v. Fauver
- CF v. Terhune
- Rouse v. Terhune
- Megan's Law
- Co-Pay Law
- Forensic Testing
- Lugo v. Middlesex et al.
- NJDOC Transportation Costs
- NJDOC Dental Priority Classification System
- NJAC Chapter 10
- NJAC Chapter 8, Title 57. A
- NJDOC Requirement for Dental Prosthesis
- NJDOC Contract Enforcement Program
- NJDOC Policy for Employee work related injuries
- NJDOC Policy Inmate Co-Payment for Eligible Health & Dental Care
- NJDOC Policy Tuberculosis
- NJDOC Policy Tick-borne diseases
- NJDOC Policy Bloodborne Pathogens
- NJDOC Policy Advanced Directives
- All Current Health Care Policies for Medical and Mental Health
- NJDOC Standards #303
- NJDOC Monthly Indicator Report
- NJDOC Prescribed Medical Diets
- The Prison Based TC Standards Development Project – Phase II , Executive Office of the President, Office of National Drug Control Policy
- The Therapeutic Community Client Assessment Inventory, Client Assessment Summary and Staff Assessment Summary

NOTE: BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE DOCUMENT REVIEW ROOM. THE PURCHASE BUREAU WILL NOT PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE DOCUMENT REVIEW ROOM, BIDDERS, HOWEVER, ARE PERMITTED TO BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING THE DOCUMENT REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

#### **1.4 Additional Information**

##### **1.4.1 Revisions to this RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP at the Mandatory Pre-Bid Conference scheduled for April 15, 2002. Any addendum issued as a result of questions raised at the time of the Mandatory Pre-Bid Conference will be distributed only to those bidders that were properly registered at and were represented at the Mandatory Pre-Bid Conference.

#### **1.4.2 Addendum as a Part of this RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

#### **1.4.3 Issuing Office**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted that in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

#### **1.4.4 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

#### **1.4.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

#### **1.4.6 Contents of Bid Proposal**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any Statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

#### **1.4.7 Price Alteration**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

#### **1.4.8 Joint Venture**

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 Contract Definitions**

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**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 Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance .

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

**State** - State of New Jersey.

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

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

### **2.2 NJDOC Definitions**



Assessment and Treatment Center - A community based assessment and treatment facility for inmates to be transitioned to a residential community release program. Therapeutic interventions occur during this transition period.

Average Daily Population - The cumulative total of all inmates in the custody of NJDOC based on daily census reports for each day and calculated for a given period of time (i.e. one calendar month). This figure provides a basis for payment under the per capita method.

Benefit Hours - The benefit hours provided by the contractor to certain of its personnel, including paid holidays, vacation time, personal time and sick leave time. All absences of essential staff due to benefit hours must be covered. The Project Manager and the Program Director will meet at the start of the contract to agree on defined essential positions.

Board Certified - A physician who holds a certificate recognized by the American Board of Medical Specialties or the American Osteopathic Association and is currently in good standing. The term "Board Eligible" is not recognized in New Jersey.

Certified Interpreter - An interpreter certified by the National Registry of Interpreters for the Deaf Inc. and listed by the State Division of the Deaf in the New Jersey Department of Labor or the New Jersey Registry of Interpreters for the Deaf.

CF vs. Terhune - A class action lawsuit resulting in a settlement agreement regarding specialized mental health treatment of inmates.

Commencement Date - The beginning date of this contract will be referred to as the commencement date.

Commissioner - The Commissioner is the chief executive officer of the NJDOC.

Community Standards of Care - The professionally recognized standards for the prevention, diagnosis or treatment of any recognized health care condition, generally established via publications of the NJ State Department of Health and Senior Services, 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) and relevant professional organizations, taken in combination.

Continuum of Care - Continuous substance use disorder treatment programming to address the needs of the substance abuse/substance dependent inmate population through the in-prison Therapeutic Community, community corrections (Assessment and Treatment Center and halfway house) and intensive parole.

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

Deaf - Refers to persons for whom the sense of hearing is nonfunctional for ordinary purposes.

Director of Medical Services - Chief physician appointed by NJDOC Health Services Unit to oversee Medical Services.

ECU - Extended Care Unit

Electronic Home Monitor - A program where inmates are authorized to carry out part of their sentence confined to their home. During this time, they are classified as DOC inmates.

**EMR** - Refers to the electronic medical record used by NJDOC (currently the Logician® program). All medical, mental health, and dental encounters must be documented in the electronic medical record.

**Equipment** - Non- consumable material that has either (i) a fair market value of five hundred dollars (\$500.00) or greater, or (ii) a useful life of one (1) year or more.

**Facilities** - The Institutions of the NJDOC, including all prisons, correctional facilities, pre-release centers, satellite units, boot camps, new facilities or any expansions thereof.

**Forensic** - Pertaining to medical tests and services, which are performed for legal reasons and which, may not be required for the purposes of inmate health care.

**Full Time Equivalent (FTE)** - Work equivalent to the work performed by one person in forty hours in one week. FTE is accounted for on a weekly basis according to the contractor's payroll period (i.e. Sunday through Saturday). Program and shift coverage requirements are separate from FTE requirements.

**Halfway House** - The in-community residence contracted for pursuant to NJDOC's Residential Community Release Agreement Program. The inmate's stay in a halfway house follows time spent in the Assessment and Treatment Center.

**Health Care** - The sum of all actions, preventive, diagnostic, therapeutic and follow-up, taken for the physical and mental well being of a population. Comprehensive health care includes medical, dental, mental health, and dietetic services. Additionally, it includes concern for, and awareness and evaluation of safety and environmental conditions.

**Health Services Unit** - The Health Services Unit is a branch of the Division of Operations, NJDOC. This unit oversees the health care services for NJDOC. It is responsible for health care policy making and interpretation.

**Inmates** - Inmates include all persons, regardless of gender, residing in Facilities or otherwise admitted or committed to the care and custody of the NJDOC of Corrections. This term encompasses all prisoners. It is not intended to encompass persons who are released from DOC control nor for persons who are on parole.

**Inmate Census** - The inmate census is the total number of all individuals who are under the care and custody of the NJDOC at any given point in time.

**Matrix** - The staffing tables specifying the personnel positions, with position titles, position numbers, and full time equivalent hours for each position, at each facility and at the contractor's regional office.

**Medical/Dental/Mental Health Record** - All records, both paper and EMR, initiated and maintained during the course of medical, dental and mental health evaluation and treatment of inmates including, but not limited to medical records, dental records, mental health records, progress notes, consultation and laboratory requests and reports, and therapy notes.

**Medical Reference File** - Paper Medical/Dental/Mental Health reference forms and documents related to an inmate's healthcare that are not included in the EMR. (Medication Administration Records, any document requiring the inmate's signature, reports sent from outside sources, etc.)

**MH – Mental Health**

MHA – Masters of Health Administration

MPH – Masters of Public Health

MSN – Masters of Science Nursing

NCCHC - The National Commission on Correctional Health Care.

NJAC - New Jersey Administrative Code.

NJDOC – New Jersey Department of Corrections

NJDOC Central Communications – Office of communications for NJDOC where the master lists of all Department and health care contractor pagers and on – call schedules are kept.

Off-Site Movement - The referral and transportation of an inmate from a Facility in order for the inmate to receive services at a location that is not another NJDOC Facility is considered “off-site movement”. An “off-site movement” does not include the transfer of an inmate from one Facility to another Facility, or from one inpatient hospital setting to another inpatient hospital setting. Transportation to St. Francis Medical Center from a DOC Facility for services other than for hospital admission is considered an “off-site movement”.

Participant- A member of the inmate population who has met the eligibility requirement for substance use disorder treatment and has been referred to such a program.

Personnel - Persons employed by the contractor or any subcontractor or independent contractor of the contractor. Persons employed by the contractor or its subcontractors or any independent contractor of either the contractor or its subcontractors shall not be deemed State employees.

Pharmacy Services - The requirement of the contractor to provide for the procurement, dispensing, distribution, accounting, administration and disposal of pharmaceuticals.

Program - The comprehensive and individual program of medical, dental, mental health and substance abuse services for inmates, provided by the contractor for the NJDOC.

Program Director - An employee of the contractor designated by the contractor, and approved by the Health Services Unit supervisor to serve as the administrator of the Program.

Project Manager - A NJDOC employee designated by the Commissioner as the individual responsible for insuring contractor compliance, settlement of contract disputes and coordination with the Department of the Treasury, Division of Purchase and Property, Contract Compliance and Administration Unit. Each program area may have a separate Project Manager.

Quality Assurance - A program of the Health Services Unit, designed to monitor the performance of the contractor and provide feedback to the NJDOC and the contractor.

RCRAP - Residential Community Release Agreement Programs (sometimes referred to as halfway houses or community programs housing inmates in a community setting). Any program in which a participating agency is involved in housing NJDOC inmates by contractual agreement with NJDOC and providing specified programming services.

**Responsible Health Authority** - The individual at each Facility who is designated by the contractor to fulfill the responsibility of this title, as defined by NCCHC standard P-02.

**Roe vs. Fauver** - A class action lawsuit resulting in a settlement agreement regarding medical, mental health and social care of HIV positive inmates.

**Senior Participant** - A participating inmate who has progressed well through a treatment program.

**Sexually Violent Predators** – Certain former inmates who, at the expiration of their maximum sentence are civilly committed to a facility run jointly by NJDOC and New Jersey Department of Human Services (NJ DHS).

**SFMC** - The St. Francis Medical Center is a hospital in Trenton NJ, which contains a secure unit for inmates requiring acute hospital care.

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

**Special Needs** - Patient conditions that require close medical or mental health supervision.

**Staffing Review Committee** - An NJDOC appointed committee to review all requests regarding staffing level changes.

**Statewide Medical Director** - A New Jersey-licensed physician of the contractor designated by the contractor to oversee the medical component of the program.

**Staffing Vacancy** – The absence of personnel to fill any of the positions specified in the Matrix scheduled to report to work on any given day.

**State Employee** - A person employed by the State of New Jersey.

**Substance Use Disorder** - The term used to describe substance abuse and substance dependence for the addicted inmate population as defined in the DSM-IV (Diagnostic and Statistical Manual of Mental Disorders, 4<sup>th</sup> Edition, American Psychiatric Association).

**Supervisor** - The Supervisor of the NJDOC Health Services Unit.

**Therapeutic Community** - A Self-contained treatment unit within a correctional facility. The Therapeutic Community approach uses a community model as the primary method for creating social and psychological change in offenders with moderate to severe substance use disorders.

**Triage** - Establishment of priorities of treatment of cases completed after the face to face assessment of each patient.

**Treatment Provider** - The organization contracted to provide the treatment services.

**Variance** - The difference between the hours required for a position at a facility and the actual hours worked (plus benefit hours, if applicable) reported for that position at that facility.

**Workspace** - Area at each facility designated by the NJDOC for use by the contractor in rendering

services.

### **2.3 Definitions specific to Juvenile Justice Commission**

**Commission** – The Juvenile Justice Commission (JJC) within the New Jersey Department of Law and Public Safety that is responsible for the care and custody of adjudicated juveniles.

**Deputy Executive Director's Office** – Oversees the health care policies for the JJC.

**Executive Director** – The JJC's Chief Executive Officer (CEO).

**JJC** – Juvenile Justice Commission

**JIMS** – Juvenile Information Management System is the computer program utilized by the JJC to maintain pertinent information regarding the juveniles under its care and jurisdiction.

**Juvenile** – An individual, regardless of age, who has been adjudicated delinquent and sentenced to a term of incarceration to be served under the custody of the New Jersey Juvenile Justice Commission. For the purpose of this RFP a juvenile may also be referred to as an inmate, but in either case the individual is in the custody of the State of New Jersey.

**JMSF** – This is the Juvenile Medium Secure Facility for males, Bordentown, New Jersey.

**NJTSB** – This is New Jersey Training School for Boys, Monroe Township, New Jersey.

**3.0 Scope of Work –**  
**3.1 Section 1 – Medical Services and Dental Services**  
**3.1.1 Medical Personnel, Staffing and Schedule Requirements**

The contracted healthcare service provider (and any subcontractors) is expected to render care in keeping with general "Community Standards of Care". That is meant to indicate that the type and quality of care provided to the inmate populations, for a given condition, must be equal to the type of care available to the general civilian population in New Jersey.

It is recognized that standards of care are dynamic, constantly evolving, and not readily defined by a single source of authority. Therefore for the purposes of this RFP, the Community Standards of Care are defined by the following sources, in combination. Any appropriate professional regulations or guidelines issued by:

- New Jersey Department of Health and Senior Services
- Center for Disease Control and Prevention
- Federal OSHA/State PEOSH
- US Public Health Service
- Federal Bureau of Prisons
- Recognized professional healthcare organizations (E.g. American Diabetes Association, American Medical Association, Society of Surgeon, etc.)

- a. The contractor is responsible to NJDOC for all aspects of inmate health care for each section that is awarded to it.
- b. If components of this contract are subcontracted, the contractor maintains full direct responsibility for the performance of any subcontracting or consulting individuals, companies or agencies.
- c. Prior approval of all subcontractors by NJDOC Project Manager and the Department of the Treasury, Director of Purchase and Property is required.
- d. NJDOC shall receive copies of all agreements between the contractor and its subcontractors/consultants.
- e. Contractor shall not enter into any agreements that are in conflict with the terms of this RFP.
- f. Contractor shall identify, for each major institution, a Responsible Health Authority to be responsible for all health care delivery at that site, whether performed directly by the contractor or through arrangements with a subcontractor or consultant.
  - i. In any agreement between the contractor and its subcontractors/consultants, the health administrator must retain the authority to direct the activities of all personnel.
  - ii. The site administrator shall serve as the Responsible Health Authority as defined in NCCHC Standards.
  - iii. A health administrator must possess educational and certification credentials such as MSN, MPH, MHA and a clinical background is preferred.
  - iv. If the identified Responsible Health Authority is other than a physician, clinical judgements must rest with a single, designated responsible physician. In either case there will always be a single designated responsible physician at each major institution.

### **3.1.1.1 Work hours required on-site**

- a. All site FTE hours shall be spent on-site at an institution, except as is otherwise expressly agreed to by the NJDOC Staffing Review Committee and the contractor. Institution staffing work schedules may be modified only upon prior written agreement by Health Services and the contractor. Training time in excess of three days during one week or in excess of 40 hours per calendar year must be approved by the Project Manager.
- b. All full-time contractual staff shall be on-site for at least 40 hours per week. A 40 hour, on-site week shall consist of a 40-hour work schedule and an additional meal period for each shift, which is not included in the work schedule.
- c. The staffing Matrix outlines hours required on site for clinical purposes. If clinicians are shared between various facilities, only their on-site hours are counted toward the requirements of the staffing Matrix.

### **3.1.1.2 Timekeeping System**

All contracted employees are required to check in and out on the NJDOC time clock system when arriving or departing from the NJDOC facilities. The contractor may implement an automated time clock system for payroll purposes subject to the approval of the NJDOC.

### **3.1.1.3 Employee Database**

The Contractor shall be required to provide the NJDOC with an initial download in a standard file format of employees assigned to NJDOC facilities. Subsequently, the vendor will provide a daily download in standard file format of any additions changes or deletions to the employee data. This information must include, but will not be limited to, employee name, badge number, discipline and whether the employee is assigned as a Mental Health (MH) special needs employee.

### **3.1.1.4 Statewide Staffing Requirements**

The Contractor shall comply with the NJDOC established minimum staffing requirements set forth in Appendix B. All replacement personnel shall be subject to NJDOC administrative approval through the NJDOC Staffing Review Committee. The New Jersey Department of the Treasury, Director of Division of Purchase and Property must approve all changes in subcontractors.

### **3.1.1.5 Local Corporate Office Location and Staffing Requirements**

#### **a. Staffing:**

Corporate staffing shall include, at a minimum, the following FTE positions and program functions:

- One FTE Statewide Program Director
- One FTE Statewide Medical Director
- One FTE Statewide Director of Nursing Services/Policy Coordinator
- One Consultant Board Certified Infectious Disease Physician
- One FTE Statewide Infection Control Nurse
- One FTE Statewide Utilization Review Coordinator/Discharge Planner (RN)
- One FTE Medical Record Director
- One FTE Statewide Registered Pharmacist

**b. Location:**

The Contractor shall establish and maintain a corporate office in Mercer County. This office will also maintain a local Trenton telephone number or toll free phone number that will be available to the NJDOC for the purpose of conducting business. This office shall be open for conducting business-daily (Monday through Friday). The office will be staffed between 8 am to 5 pm with backup on call professional service available during closed hours. The on call schedule shall be kept current and response time shall be within a 30 minute time period. After hours and weekend coverage shall be offered by corporate office as well as by the facility based professionals.

**3.1.1.6 Identify Key Providers and Management**

The Contractor will identify and provide in its proposal the names, resumes, curriculum vitae and letters of intent to accept employment for all of its potential Healthcare Administrators, Medical Directors, Statewide Administrators, and Heads of Professional Disciplines. The contractor shall provide the names of the key providers and management personnel in its staffing grid.

- a. Statewide Program Director – Within 15 days of the award date, the contractor shall, with the approval of the Health Services Unit Supervisor, appoint a Statewide Program Director to function as the overall administrative manager for this program. If sections of this contract are awarded separately, a Program Director is to be appointed for each section of the contract. (i.e. Medical Services and Mental Health Services)
- b. Statewide Medical Director – Contractor shall, with the approval of the Health Services Supervisor, appoint a New Jersey licensed physician to serve as Statewide Medical Director. The Medical Director must be Board Certified by a recognized specialty board and have significant experience in correctional medicine.

**3.1.1.7 Per Diem Pool**

In addition to the contractor's full time and part time professional staff, it is required to maintain a per diem pool. Statewide, the contractor shall maintain a per diem pool of nurses and dental professionals whose credentials and security clearances have been properly submitted and cleared by NJDOC (professional and security clearances). This pool shall be used to fulfill the minimum daily staffing requirements. All per diem staff are to have undergone NJDOC orientation and are to be trained in the use of the NJDOC electronic medical records, as well as having received a brief on-site orientation for any site assigned, prior to the commencement of duty at each site.

**3.1.1.8 Staffing Matrix**

Minimum staffing requirements as outlined in Appendix B are to be established with the commencement of the contract. Deviation from the contract matrix will result in adjustments to compensation as set forth in section 5.17

Replacements for usage of benefit hours or vacancy will be managed in the following manner. Personnel of the same or higher discipline or profession will replace primary care physicians, nurse practitioners, registered nurses, licensed practical nurses and psychiatrists. These hours may be provided by overtime-additional hours for part-time staff, or by PRN coverage. Replacement hours must be provided on the same shift on the same day as the hours originally scheduled to be provided.



The staffing matrix addresses only the minimum mandatory staffing requirements. The contractor is responsible to provide the staff necessary to meet all service elements and requirements of this contract, in addition to guaranteeing the staffing mandates.

### **3.1.1.9 Staffing Level Changes**

Any requests for staffing level adjustments (i.e. Shifting or reduction of staff) after the awarding of this contract must be submitted in writing to the NJDOC Health Services Unit. An NJDOC Staffing Review Committee will be designated by the NJDOC, and will decide all requests in a timely manner. The staffing review committees will always include NJDOC-HSU representatives as well as NJDOC facility administration representation. This Committee will also review any proposed down grading of professional staff level. Staffing level changes will only be permitted if approved by the Committee.

### **3.1.1.10 Translation and Bilingual Personnel Requirement**

Contractor shall ensure that a sufficient number of its personnel are bilingual in English and Spanish to meet the needs of the increasing Hispanic population of the NJDOC inmate population.

Contractor shall also provide foreign language and sign language translation/interpretation services to meet the needs of the inmate population. Interpreters will be certified and bonded.

Inmates cannot be used as interpreters. NJDOC employees may be used as interpreters in temporary emergency situations only. They are not to be utilized for this purpose on a regular basis.

### **3.1.1.11 Compensation and Benefits to Personnel**

Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions and benefits of employment or engagement, and for paying all compensation and other benefits to the personnel. Hourly rates of compensation for each category of personnel, including independent contractors, shall be submitted in the bidder's proposal indicating salary projections for each year of the contract.

### **3.1.1.12 Staff Meetings**

Contractor shall ensure that appropriate professional personnel attend all staff meetings as required by the mutual agreement of the Program Director and the Health Services Unit Supervisor including but not limited to, quality assurance, morbidity and mortality reviews, risk management, peer review and meetings pursuant to medical and professional staff organization bylaws and rules. It is expected that these meetings will be more frequent during the startup period of the contract and will develop into a mutually agreed upon time schedule.

### **3.1.1.13 Job and Post Descriptions**

Contractor shall have written job descriptions and post descriptions for each institution. Copies of job descriptions will be approved and kept on file in the NJDOC Health Services Unit.

### **3.1.1.14 Responsibility of hiring and termination**

The contractor shall have the sole and exclusive right to hire and fire employees and terminate the subcontracts, except that the contractor shall not employ for the purposes of carrying out its obligations under this Contract, any person who is simultaneously employed by NJDOC or any agency thereof.

### **3.1.1.15 Denial of facility access**

NJDOC may deny entrance of any personnel to any or all of its facilities, provided that NJDOC shall notify the Program Director of such denial and the reasons as soon as reasonably practical. Contractor shall be responsible for filling the positions of any personnel prohibited from working at an NJDOC facility.

### **3.1.1.16 ID Badges returned**

All personnel who end their relationship with the contractor for any reason, and/or who will no longer be providing services under this Contract, shall be required to relinquish their ID cards to the Responsible Health Authority. The Responsible Health Authority is responsible for turning in all ID cards of such personnel on a monthly basis to the contractor central office. It is the responsibility of the contractor to return all relinquished ID cards to the NJDOC Health Services Unit on a monthly basis.

### **3.1.1.17 Vendor Employee Meals**

Due to the secure nature of correctional facilities, it is often not acceptable for employees to bring food items inside the security perimeter. Refrigerated storage and outside dining space are often not available. In addition, movement in and out 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 institutionally based personnel of the health care contractor without cost to the contractor or to the employees of the contractor.

## **3.1.2 Requirements of Health Care Personnel**

### **3.1.2.1 Training and orientation**

#### **a. In-Service Training Requirement for Health Care Personnel**

Contractor shall provide appropriate monthly in-service education programs for its staff. The Contractor is to ensure that a Continuous Quality Improvement Program (as defined in policy and NCCHC standards) exists to improve quality of service and that will identify and address staff training needs on an ongoing basis. All training will be documented as required in the Reports and Data section of this RFP. Pursuant to the Roe v. Fauver consent decree all medical staff must receive ongoing training relative to their professional specialty in the area of HIV/AIDS treatment.

#### **b. Personnel Training and Orientation Requirements for Health Care Personnel**

##### **i. Orientation program outlined**

Contractor shall submit in its proposal to NJDOC a detailed description of its orientation program for all new personnel and provide copies of outlines or manuals in the appendix of its proposal.

Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding health care practices on-site at the institution.

##### **ii. Orientation completion requirements**

All training, including EMR, is to be completed prior to the commencement of on-site duty, during start up and throughout this contract. Personnel shall be able to demonstrate EMR proficiency prior to receiving a photograph id. General orientation requirements will be outlined at the Bidders' Conference.

##### **iii. Orientation reporting**

Contractor shall maintain and submit to the institution New Jersey Department of Corrections Health Services Unit (NJDOC/HSU) Administrator a comprehensive list of personnel trained, and dates and status of retraining/updating on a monthly basis. The NJDOC/HSU may review this list as necessary.

**iv. NJDOC orientation requirements**

Orientation of health care staff to custody and other institutional operations will be the responsibility of the institution and NJDOC. All clinicians whether full time or part time must be trained prior to reporting for clinical duties. Additional information on NJDOC orientation requirements will be available at the Bidders, Conference.

**3.1.2.2 Application of NJDOC Rules for Health Care Personnel**

**a. Responsibility for all Health Care Personnel**

All personnel shall comply with current and future State, federal, and local laws and regulations, court orders, NJDOC rules, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the NJDOC, NJDHSS, and the Institution, irrespective of past practices. Contractor shall comply with all applicable State laws for reporting incidents of alleged and/or suspected child abuse.

**b. Current court settlements**

The contract healthcare vendor is also obligated to carry out the relevant healthcare provisions of any existing, active, Consent Decrees or Settlement Agreements on behalf of NJDOC.

Below are listed the current active documents known to NJDOC involving health care services. The text of these documents is available in the Document Review Room - Appendix C.

- Roe v. Fauver (AIDS Care-Statewide)
- CF v. Terhune (Mental Health-Statewide)
- Rouse v. Plantier (Diabetes Care-ADTC)
- Lugo v. Middlesex et al (Assistance for the Hearing Impaired- Statewide)

**c. Not to compete or non-competition clauses**

Contractor is prohibited from entering into covenants Not To Compete or Non-Competition Clauses with either employees or independent contractors, or any party specifically related to the performance of any obligation required under this contract, which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with contractor" shall mean the entering into or attempting to enter any similar business with that carried on by contractor with any individual, partnership, corporation, or association that was or is the same or related business as is contractor.

**d. Security Requirements for Health Care Personnel**

**i. Contractor's responsibility –**

All contractor personnel will be expected to attend and complete an orientation prior to the commencement of duty, provided by NJDOC, which shall cover security issues. Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the NJDOC and the Facility, including sign-in logs or electronic time clocks, searches of person and property, etc. Violation of regulations may result in the employee being denied access to the Institution. In this event, the contractor shall provide alternate personnel to supply services, as described herein, subject to NJDOC approval.

**ii. Entering Security Perimeters of NJDOC Facilities –**

All contracted staff (including administrative, clinical and clerical staff) will be given an NJDOC swipe card that they are to use to gain access into the security perimeter. Each time the staff

members enter or exit the security perimeter they are to swipe their assigned card in the NJDOC terminal. NJDOC Policy on this subject is found in Appendix E.

**iii. NJDOC responsibility –**

The NJDOC shall provide security for the contractor's employees and agents consistent with security provided to NJDOC employees.

**e. NJDOC Access to Personnel Records**

Personnel files of all subcontractors and contract employees shall be on file at the appropriate institution and available on demand. The files shall be made available in the medical department to the institutional administrator or his/her designee. The NJDOC reserves the right to review upon demand any credentials obtained by the contractor and to conduct further investigation if necessary. These files shall include copies of current New Jersey licenses, proof of professional certification, DEA and CDS (controlled dangerous substance) certificates, resumes that include individual education and experience, liability insurance certificates, evaluations, training records, payroll records and position responsibilities.

**f. Media Releases and Publications**

The contractor shall not issue press or media releases, regarding the program, NJDOC, or the contract, except through the NJDOC Director of Public Affairs and the contractor's designated media coordinator. All publications and public presentations related to the NJDOC program or this contract must be cleared through NJDOC.

**3.1.2.3 Health Care On Call Requirements**

**a. On call requirements –**

The contractor shall designate a physician, a dentist and a psychiatrist on-call for each facility 24 hours per day, 7 days per week. In addition, the contractor shall provide all on-site Medical Directors and Health Administrators with a beeper or pager service so they may be contacted while off-site.

**b. On call response –**

The contractor shall respond to administrative and/or medical problems within 30 minutes of paging and appropriate personnel shall return to the facility as necessary.

**c. On call schedule –**

Contractor shall provide NJDOC Central Communications and NJDOC Health Services Unit with monthly on-call schedules in advance of the first day of each month. NJDOC Central Communications shall be provided with current information regarding contact numbers of appropriate clinicians and administrative personnel.

**3.1.2.4 Health Care Personnel Callback to Duty**

Contractor shall make provisions for the callback of sufficient physicians, nurses, and other support staff to meet any lockdown, emergency or mass casualty situation that may arise. The contractor shall also make provisions for the callback for individual medical emergencies, as necessary so as to minimize outside referral and transportation.

**3.1.3 Specific Personnel Qualifications for Health Care Personnel**

**3.1.3.1 Personnel Eligibility**

The Contractor shall recruit and interview only candidates who are currently licensed or certified without restriction in the State of New Jersey, for those positions requiring such credentials to provide

professional coverage for each Institution according to the specifications provided in the contractor's job descriptions. Licensure must be in accordance with N.J.A.C. 10A: 16-2.4 and 10A: 16-3.4 as well as all other professional licensing requirements applicable in the State of New Jersey. The contractor shall interview each candidate with a special focus on technical expertise, emotional stability and motivation. Prior to employment, all screened candidates will make an on-site visit to their assigned institution.

### **3.1.3.2 NJDOC screening of Health Care Candidates**

NJDOC retains the ultimate right of approval/refusal of employment at a Facility or dismissal of an individual professional from working at any or all facilities. The Director of Medical Services for the NJDOC or designee and institutional administrator will have the option to interview the institutional medical director, director of nursing, and health administrator. Other Health Services Unit discipline heads will be similarly involved in the interviewing process for lead staff members in their respective disciplines. The final selection of all employees or subcontractors for use at NJDOC Facilities shall be subject to approval of the NJDOC.

### **3.1.3.3 Continued Employment for Health Care Personnel**

Initial and continued employment of staff and subcontractors shall be subject to approval of NJDOC, which reserves the right to instruct the contractor to prohibit any contractor's employees and/or independent subcontractors from performing any service with regard to this contract. The contractor will comply with such requests within fifteen (15) working days. If such action or activity may result in harm to an inmate/patient or if security may be compromised, as determined by NJDOC, compliance will be immediate. Contractor shall ensure that its staff complies with all terms of the contract specifications.

### **3.1.3.4 Terminated Health Care Employees**

Contractor shall notify in writing and consult with the NJDOC Health Services Supervisor and Contract Monitor prior to discharging, removing, or failing to renew contracts of professional staff. All personnel who leave the employ of the contractor will relinquish their ID cards to the on site Responsible Health Authority who shall submit all ID cards for that month to the contractor central office. On a monthly basis the contractors will provide NJDOC Health Services a report of all employees hired and/or terminated (left for any reason) for that month. The ID cards will be submitted at the time the report is submitted

### **3.1.3.5 Security Clearance for Health Care Personnel**

- a. All personnel shall be subject to a background investigation conducted by the NJDOC to determine suitability for initial and/or continued employment. Prior to the commencement of on-site work, each member of contractor's staff, plus all subcontractors and consultants, shall obtain a NJDOC approved ID card.
- b. The contractor's corporate office shall submit an original signed Application for Employment and appropriate accompanying credentials and request for NJDOC computer usage to the Health Services Unit for each prospective employee.
- c. HSU will conduct a professional review and request a criminal background check from NJDOC Special Investigation Division. Candidates will be scheduled for fingerprinting and photographs. Identification Cards and time keeping cards will then be issued.
- d. Orientation process will be outlined during the bidder conference.
- e. Personnel will be required to wear their ID card at all times on NJDOC premises.

### 3.1.3.6 Health Care Personnel Licensure and Professional requirements

The contractor shall ensure that all licensed personnel as required under the contract shall meet the requirements as set forth in N.J.A.C. 10A:16-2.4, 10A:16-3.4 and all other pertinent State licensing requirements. Contractor shall provide to its personnel any continuing education, on the job training and clinical instruction and supervision as deemed appropriate by the contractor. The NJDOC shall not bear financial responsibility for the cost of any required education.

#### a. Physician

The contractor shall conduct credentialing of all personnel who are physicians, to the extent required by New Jersey State law and shall submit satisfactory evidence of such compliance prior to duty assignment and background investigation. The contractor shall have a written policy and procedure regarding the physician credentialing process approved by the Director of Medical Services. Each physician credential file shall contain at a minimum the following documents:

- a. Signed copy of verified New Jersey license to practice medicine
- b. Current federal DEA certification with New Jersey address
- c. Current New Jersey CDS certification with New Jersey address
- d. Certificate of current medical liability insurance (with tail coverage) in the amount of at least \$1 million/ \$3 million
- e. Copy of Board Certification if other than primary care. (Group medical directors must have certification)
- f. Current ACLS/BCLS/CPR certification

#### b. Nurse Practitioner

Nurse practitioners will have and maintain a current and valid unrestricted license in the State of New Jersey with appropriate certifications. NJDOC requires an agreement between a responsible physician and the nurse practitioner (in accordance with the elements of the NP/CNS Certification Act Public Law 1991 Chapter 377), to be reviewed and approved by the Director of Medical Services prior to the commencement of duty. The Nurse Practitioner/ Physician agreement shall be effective for one year. Prior to the expiration of agreement, a new agreement must be submitted and approved.

#### c. Registered Nurse

- i. RNs shall possess and maintain a current valid and unrestricted license in the State of New Jersey and a current CPR and phlebotomy certification.
- ii. RNs working as infection control nurses will have a minimum of 2 years of documented clinical experience.
- iii. RNs designated as Supervisors of Nursing shall have sufficient education and experience to perform the clinical and administrative duties required of this position.
- iv. RNs working in infirmaries must have medical surgical nursing experience.
- v. RNs working in Dialysis Units must have documentation of at least one year of previous experience or training in peritoneal and hemodialysis. Nephrology certification by the American Nephrology Association is preferred.
- vi. Psychiatric RNs require at least one year of documented psychiatric nursing experience.
- vii. There shall be a minimum of two RNs at each institution certified as HIV counselors by the New Jersey Department of Health and Senior Services (NJDOHSS) or an NJDOH-recognized certification program. Inmates at all facilities will have access to an HIV counselor. All RNs are encouraged to obtain HIV counseling certification.

**d. Licensed Practical Nurse –**

Each LPN will have a current valid and unrestricted license in the State of New Jersey, and must be CPR and phlebotomy certified.

**e. Certified Nursing Assistant –**

Certified Nursing Assistants will possess a current New Jersey Certified Nursing Assistants certification and must be CPR certified.

**f. Emergency Medical Technician –**

Each EMT must possess and maintain a current certification/accreditation as an Emergency Medical Technician (EMT) in the State of New Jersey. They may be phlebotomy certified.

**g. Dentist –**

Each dentist will have a valid/ unrestricted New Jersey license.

**h. Dental Technician –**

Each dental technician will be certified. If the job duties involve taking X-rays, the appropriate licensure is required.

**i. X-ray Technician –**

Each x-ray technician will possess a valid/unrestricted New Jersey license.

**j. Ancillary Personnel –**

All ancillaries will possess a valid/unrestricted New Jersey State Board licensure or certification in the area that their practice requires.

**3.1.4 Medical Services to be Provided**

**3.1.4.1 Informed Consent/Right to Refuse Treatment Medical Services**

- a. To assure that the inmate receives the material facts about the nature, consequences and risks of the proposed treatment, examination or procedure and the alternatives to the same. A written informed consent will be obtained according to NJAC 10A: 16-5 and NJDOC Policy # 70.00.
- b. In every case in which the inmate, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to NJAC 10A: 16-5.3 and NJDOC Policy # 71.00.

**3.1.4.2 Admission Services – Medical Services Intake and Transfer Requirements**

**a. Intake Sites**

Note: Most inmates entering the NJDOC will be initially processed at one of the reception centers. At the present time these are:

- i. Central Reception and Assignment Facility (Trenton) – most adult males
- ii. Edna Mahan Correctional Facility for Women (Clinton) – adult females
- iii. Adult Diagnostic and Treatment Center (Woodbridge) – male sex offenders
- iv. Capital Sentence Unit (New Jersey State Prison)

In exceptional cases where an inmate bypasses or is incompletely processed at a reception center, full intake services are to be performed at the assigned institution in accordance with the policies specified in this section.

**b. Intake Screening**

At any reception unit, immediately upon arrival of an inmate, but in no case more than four hours after arrival, an RN, NP or MD will perform a brief medical screening, to ensure prompt recognition of immediate medical, dental and mental health needs and timely continuity of care. Immediate referral of all affirmative answers on the brief medical screening form shall be made to the appropriate discipline. This timeframe shall apply equally at all times, including nights, weekends, and holidays. This screening will be documented on the appropriate EMR form.

A complete medical screening will be performed within the day of arrival by an RN, NP or MD and consist of a review of all available medical records and applicable admitting information, and an individual confidential interview with the inmate to ensure appropriate medical care. All inmates will be assessed for ectoparasites at this time and prophylaxis will be administered unless medically contraindicated.

The intent of the intake screening is to ensure that medical staff will document and respond to inmates' medical and psychiatric problems as soon as possible, that medication is obtained, and that referrals for health care and suicide precautions are made as needed. This screening will be documented on the appropriate EMR form.

To assist in the requirements of the Education Department, vision and hearing screening will be performed on all inmates at reception that are under the age of 21. Specifications of these requirements will be available in the Document Review Room.

**c. Physical Examination**

At all current reception units (i.e. Adult Diagnostic and Treatment Center, Edna Mahan Correctional Facility for Women, and Central Reception and Assignment Facility) and at all future reception units, within 24 hours of admission including weekends and holidays, a physician or nurse practitioner shall conduct a history and physical examination including but not limited to the following:

- i. Review of information recorded during the intake screening
- ii. Review of all available medical records
- iii. A complete history and physical examination (including vision and hearing screening for patients under 21 years of age)
- iv. Order for chest x-ray
- v. Administration of Mantoux/PPD skin test for tuberculosis or screen for symptoms if past positive per NJDOC tuberculosis policy
- vi. The ordering and initiation of any laboratory tests deemed medically appropriate, to include at a minimum:
  - VDRL/RPR for sexually transmitted diseases.
  - For female inmates, a Pap smear, GC cultures, *chlamydia culture* and pregnancy test (may be deferred until an appropriate time of the inmate's menstrual cycle, if necessary)
  - HIV tests if desired and consented to by the inmate.
  - Hepatitis C tests if desired and consented to by the inmate
- vii. Review all medications and other physician's orders that the inmate is currently receiving prior to admission.
- viii. Initiation of orders deemed medically necessary by the NP or M.D.
- ix. Assessment of all inmates for ectoparasites
- x. Inmates recommended for Boot Camp will have an electrocardiogram and a Boot Camp questionnaire completed, in addition to the comprehensive review of medical records.
- xi. All findings documented on the appropriate EMR form



**d. Comprehensive Health Appraisal Medical Services**

At any reception unit, the contractor within 72 hours of admission including weekends and holidays will compile for each inmate an individualized comprehensive health appraisal including but not limited to the following:

- i. The initial history and physical examination, with all available laboratory test results. The physician must have recorded any diagnoses, medication orders, treatment, specialty referrals, etc.
- ii. The initial dental screening and panoramic x-ray must be completed within 72 hours of admission and shall be documented on the appropriate EMR form.
- iii. A Master Problem List by an MD, NP or mental health professional will be recorded on the appropriate EMR form. The inmate will be admitted to the appropriate chronic care clinic, if applicable. If the Inmate has no identified medical/dental/mental health problems, that information will be recorded on this form with date, time, and signature of clinician making this entry.
- vi. **The Comprehensive health appraisal shall include all of the following elements.**
  - (1.) Orders must be written for any necessary medication and/or treatment.
  - (2.) Appropriate referrals for medical, dental and/or mental health treatment or follow up will be documented and forwarded.
  - (3.) Communication must be made on the appropriate form (Inmate Work / Housing Medical Restrictions) to the classification committee regarding suitability or restrictions for housing and job assignments.
  - (4.) The comprehensive health appraisal is considered complete when the physician or nurse practitioner reviews all intake evaluations and test results regarding the new patient and certifies that all necessary referrals, medications, orders and treatment have been appropriately handled.

**e. Intrasystem Transfer Screening Medical Services**

Inmates being transferred between NJDOC institutions will have the appropriate EMR form completed at the sending institution before departure, and will have immediate contact with a physician, NP, or RN from the medical staff of the receiving institution. In no case will this occur more than 4 hours from arrival. This contact will include a review of the existing medical summary and an individual confidential medical interview documented on the appropriate EMR form. All necessary referrals for medical or dental follow-up are required at this time. Within 24 hours of arrival, medical and dental clinicians will document chart review with appropriate follow-up and/or referrals also to be recorded on the appropriate EMR form.

**3.1.4.4 Periodic and Miscellaneous Health Appraisals**

Contractor shall have a protocol defining the extent of the periodic health assessment, taking into consideration the age, gender and health needs of the population. Periodic health appraisals shall be performed by a physician or nurse practitioner, at a minimum, and conform to the requirements of N.J.A.C. 10A: 16-2.11(d). Inmates under the age of 50 years shall be offered an assessment every 4 years. Inmates over 50 years of age shall be offered an assessment every 2 years.

**a. Pre-Release Medical Health Assessment**

Inmates scheduled for release will receive a health assessment by an NP/MD approximately 2 weeks in advance of their release date. The contractor will supply a 14-day quantity of any prescribed medication to each releasing inmate. Additionally, the contractor will provide a discharge review for

all inmates scheduled for release. The contractor is responsible for scheduling follow-up appointments in the outside community, for any inmate with a chronic medical condition and/or pending medical need, prior to the inmate being released. These encounters will be documented on the appropriate EMR forms. Any refusal of this medical examination shall be documented on the appropriate EMR form, the form printed for signature of the inmate, and filed in the medical reference file.

Continuity of care for inmates being discharged from NJDOC is a sensitive issue of concern. Bidders are to prepare and submit written specifications in a Discharge and Planning Proposal for Inmates

**b. Periodic Medical Evaluations – Females**

Contractor shall provide a health care program relating to the female offender that is age appropriate, in accordance with currently accepted medical standards. Considerations shall be given to intake assessment; routine health examinations; counseling programs offered including substance abuse and parenting; STD evaluation and treatment; and pregnancy and health education. Pre- and post-partum care shall be the responsibility of the contractor. Obstetrical care by a Board Certified Physician will be provided for all pregnant inmates. If requested by an inmate, provisions for the termination of pregnancy will be made. Current preventive health care policy is as follows:

**i. Cervical Cytology**

A cervical and vaginal smear is done on all new female adult admissions. An annual evaluation is indicated for 3 consecutive years. Assuming no negative reports, the test can then be done every 2 years subsequently.

**ii. Mammography**

Baseline mammography shall be done at age 35. If negative, and if family history is non-contributory, mammography shall be performed every 2 years thereafter through age 50. Mammograms shall be done annually for women over 50 years of age. Clinical and/or radiological indicators may suggest a lesser time interval if pathology is noted.

**c. Kitchen Clearance/Inmate Worker Examinations**

The contractor will conduct physical assessments (by a physician or NP) as required for inmates to begin or continue a work assignment (e.g. food service). These encounters will be documented on the appropriate EMR form and the results communicated to the Classification Department.

The contractor must ensure that all inmates whose work assignments involve food handling are free from diseases transmissible by food or utensils. The contractor shall, in accordance with N.J.A.C. 10A: 16 -2, provide initial clearance as well as annual food service examinations to inmate workers who are involved in the handling, preparation and/or serving of food.

**d. RCRAP Medical Clearance Community Release**

At the request of the Classification Department of any facility, contractor shall conduct a health appraisal to determine an inmate's suitability for transfer to a halfway house, community residential program, or other alternative setting (specific to the site being considered). A physician or NP shall perform the examination and document the results on the appropriate EMR encounter form. The findings/recommendations shall be reported to the Classification Department within 7 days of the initial referral.

**e. Recreation**

At the request of Classification, contractor will conduct a health appraisal to determine an inmate's suitability for various physical activities and categories of recreation. The examination will be recorded on the appropriate EMR encounter form, and recommendations will be forwarded to Classification within 14 days of the initial request.

**3.1.4.5 Sick Call**

Sick call shall be held at each facility according to NJAC 10A: 16. Sick call must be available for all inmates daily, including weekends and holidays and must be done by an RN, NP or physician, regardless of housing location. If an inmate's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services at the place of the inmate's confinement (i.e. inmates housed in administrative segregation units and other restricted housing units).

**a. Daily Triaging of Complaints**

Contractor shall establish appropriate triage mechanisms to be utilized for inmate complaints. The medical department at each facility shall have procedures in place that enables all inmates (including those in segregation and/or closed custody units) to request health care services daily including weekends and holidays.

- i. Inmate MR-007 forms (Health Services Request) will be deposited in locked boxes on each housing unit. The contractor shall collect them daily. Site based policy will determine the collection time.
- ii. MR-007 forms will be reviewed, time and date stamped and signed by the responsible clinician.
- iii. All medical, dental and mental health requests will be triaged via face-to-face encounter with the inmate and the appropriate clinician within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time. All medication issues will be seen by the appropriate physician, nurse practitioner or psychiatrist.
- iv. On days that the dental staff is not available to provide sick call, the sick call encounter will be performed by an RN, NP or physician. If not an emergency, follow up with the appropriate clinician will occur within 48 hours.
- v. All requests for mental health sick call will be referred to the institutional mental health department if the request is not medication related. If the mental health staff is not on duty the day of the request the on-call psychologist will be contacted regarding all sick call requests for the day.
- vi. All documentation of the triage, examination and subsequent treatment will be entered into the EMR on the appropriate form. The original MR-007 shall be filed in the medical reference file.
- vii. Health care staff comprising of at least one RN in addition to infirmary RN must be on duty 24 hours a day, 7 days a week at each main correctional facility. At those satellite units or camps where health care staff is not on-site daily, contractor shall provide training of NJDOC custody staff in appropriate medical and mental health referral procedures.

**b. Co-pay**

The contractor shall cooperate with the NJDOC policy on inmate co-pay for health care services, contained in Appendix E of this RFP. Medical staff will comply with procedures for recording and reporting services for which inmates may be charged.

**3.1.4.6 Infirmiry Services**

Contractor shall utilize facility units to the fullest extent consistent with acceptable medical standards. There are infirmaries in all major facilities except MidState Correctional Facility and Bayside State Prison. When operational, each functioning infirmiry will adhere to these minimum standards:

- a. A physician is on-call 24 hours a day, 7 days a week.
- b. Supervision of the infirmiry shall be by a RN who is on duty every shift, 24 hours per day, 7 days a week.
- c. A sufficient number of appropriate health care personnel will be on duty, as dictated by staffing matrix requirements as well as by clinical need. In no case will the on-duty infirmiry staff be less than 1 RN nurse per shift. A RN nurse, MD, DO or NP must be within sight and sound of infirmiry patients.
- d. There is a manual of nursing procedures at each site readily accessible to all clinical staff.
- e. Immediately upon arrival in the infirmiry, all patients shall have a documented physical examination resulting in admission orders.
- f. Completion of a nursing care plan shall occur within 24 hours of admission.
- g. All encounters will be documented on the appropriate EMR form. All encounters while in the infirmiry will be documented on EMR infirmiry encounter form.
- h. Admission to and discharge from the infirmiry will require the order of a physician or NP. This provider must sign admission notes and discharge treatment plans. This will be required for each occurrence.
- i. Infirmiry rounds shall be conducted by a RN on each shift (including weekends and holidays) and by a physician or NP daily Monday through Friday.
- j. All inmates occupying a bed in an infirmiry area will be treated in accordance with standards as stated above.

Those inmates requiring care beyond the capability of the infirmiry shall be hospitalized at licensed community hospitals or other appropriate licensed health care facility. Unless clinically contraindicated, St. Francis Medical Center shall be utilized for this purpose (see Hospital Care).

**3.1.4.7 Extended Care Units**

Extended Care Units will have RN supervision on duty at all times.

**a. South Woods State Prison**

South Woods State Prison contains a 44-bed unit designated as the Extended Care Unit (ECU). Additionally there are three padded cells designed exclusively for mental health patients in need of constant watch. The purpose of this unit is to house inmates who require regular medical attention, although their conditions do not warrant infirmiry care.

The contractor will establish standards for admission to and discharge from this unit, as well as procedures for documenting these decisions. The Extended Care Unit will be used to the fullest extent possible. NJDOC may expand ECU capability if needed and requested by the contractor through converting designated infirmiry beds.

**b. Edna Mahan Correctional Facility for Women**

Contractor is responsible for providing comparable Extended Care Unit services for women as is provided for the male population at SWSP.

**3.1.4.8 Palliative Care**

Contractor will provide palliative/hospice care for the terminally ill inmates. This program at a minimum will be established at Edna Mahan Correctional Facility for Women, New Jersey State Prison and South Woods State Prison (for men). The contractor must include a detailed description of their proposed program. This is to include staffing, programming philosophy and the intended location within the noted institutions.

**3.1.4.9 Telemedicine usage**

Telemedicine for certain applications may be proposed. The State reserves the right to a prior evaluation of all proposals for Telemedicine. While the State seeks to reduce the number of medical trips and outside physician referrals and visits, it will not compromise appropriate medical care. Bidders are encouraged to submit their plan proposal for providing Telemedicine application.

**3.1.4.10 Medical and Dental Specialty Care**

This contract is predicated on the concept that the contractor will be responsible for a full and comprehensive range of medical/dental/psychiatric services to the inmates of NJDOC. All services shall occur on site unless off site services are approved by NJDOC Health Services Unit.

**a. Identification of Specialty Care Clinics**

Contractor shall identify and arrange for additional specialty clinics for conditions beyond the capability of primary care, to be conducted on-site at the various institutions as is medically necessary. Bidders shall submit their proposals for on-site specialty care.

**b. Requirement for Prompt Specialty Care Attention**

In no case shall a visit to a specialist be delayed for more than 30 days from the date of request. Urgent specialty referrals will be handled as emergency care. The contractor will submit a schedule of all specialty care as a condition of its proposal. The clinic schedule submitted by the contractor as part of its proposal will be used to review the service provided; adjustments to the schedule may be made on a quarterly basis, with the approval of NJDOC Health Services Unit.

**c. Approval for off-site care**

Services that cannot be provided on-site, due to the need for complex technology and/or equipment, may be provided off-site only after approval is requested from and granted by NJDOC, Health Services Unit.

Approval may be granted based on a category of service at a specific site. Individual requests for exemptions may also be sought if accompanied by sufficient justification. When possible, all specialty care will be delivered at the inmate's parent or regional institution. Exceptions may be made in cases where the necessary equipment is not available at a NJDOC institution. Bidders are to submit their plan for regional clinics and on-site clinics with response.

**c. Ensuring Care is Completed**

Appropriate record keeping is required to ensure all specialty care needed is ordered and received. Inmate movement may at times interfere with scheduled care. The medical staff shall be responsible for reviewing daily movement sheets to determine if any inmates awaiting care have experienced an intrainstitutional or interinstitutional change in location. Measures are to be taken to communicate such changes and make arrangements for the necessary care to be delivered.

**e. Specialty Care Professional Credential Requirement**

Contractor shall make referral arrangements with New Jersey licensed and Board Certified specialty physicians for the treatment of those inmates with health care problems that extend beyond the primary care services and specialty clinics provided on-site. Board Certification in the field of care provided is required for all specialists.

**f. Responsibility for Cost of Specialty Care and Transportation**

Contractor shall pay all costs of such care by specialists and other service providers. Contractor shall be responsible for all supplies used or ordered by the specialist, including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, and orthopedic devices.

Contractor shall be responsible for the fitting and repair of prosthetics, including those prosthetic devices currently used by inmates. Contractor shall establish standard policies and procedures (i.e. frequency and eligibility guidelines) for the provision of commonly used prosthetics and submit as a part of proposal response.

The contractor as outlined in document titled "NJDOC Transport Costs" located in Appendix F available in the Document Review Room will pay for costs for transportation and security provided outside of the approved network. All outside referrals shall be coordinated with NJDOC for security arrangements and transportation arrangements are to be coordinated through NJDOC Central Transportation Unit.

**g. Tracking and Scheduling Specialty Care Needs**

Requests for specialty care will be maintained and tracked in a logbook at each institution as well as in the individual patient charts in the EMR. All scheduling and prioritizing of specialty medical care shall be accomplished by a medical professional. The contractor will provide all necessary medical information related to a requested procedure or evaluation, to the specialists. Any utilization review process developed by the contractor for approval of outside consultations will involve direct verbal communication between the requesting and reviewing physicians and must be completed within 5 working days. The reviewing physician may access the electronic medical record in order to expedite this process.

**h. Specialty Care Disputes**

Any dispute regarding the need for care by a specialist will be resolved between contractor's on-site physician and the NJDOC Director of Medical Services. The NJDOC Director of Medical Services will have final authority in the resolution of these disputes.

**i. Security Concerns for Specialty Care**

For reasons of security, inmates are not to be informed in advance of the date of any scheduled off-site movement. Contractor shall ensure that its personnel understand and comply with this practice. Contractor shall remain sensitive to maximum-security considerations and coordinate usage of apparatus and prosthesis that may compromise security with NJDOC authorities.

### 3.1.4.11 Hospital Care

#### a. Saint Francis Medical Center

State inmates requiring hospitalization are to be admitted or transferred to St. Francis Medical Center whenever their condition safely permits. Due to the legally incarcerated status of NJDOC inmates/patients, a secure unit has been maintained at St. Francis Medical Center in Trenton. Contractor shall obtain routine outpatient/inpatient services from St. Francis Medical Center to meet the health care requirements of the NJDOC inmates, in accordance with the current agreement between the hospital and NJDOC. Contractor shall serve as the agent of NJDOC in the contract with St. Francis Medical Center, and as such shall abide by all terms contained therein.

Contractor will be responsible for negotiating annual per diem rates with the hospital, pre-approvals; controlling admissions; case management; utilization review; discharge planning; and payment and processing of all hospital and practitioner bills. Contractor shall negotiate contracts with and pay all providers.

#### b. Hospitalization outside of Saint Francis Medical Center

Various exceptions for specialty care exist within the State and outside New Jersey when necessary. Contractor will keep the NJDOC advised of all inmates hospitalized on a daily basis via email roster as approved by the NJDOC Health Services Unit. Hospitalization at community hospitals creates security costs and community risk. Contractor will establish a utilization review mechanism to ensure that inmates are transferred from other hospitals to St. Francis Medical Center as soon as medically appropriate. Inmates must be transferred to the secured unit at St. Francis Medical Center as soon as the inmate is stable enough for transportation and transfer. The decision to transfer will involve consultation between the attending physician at the community hospital and an admitting physician at Saint Francis Medical Center.

#### c. Approval for all Hospitalization Outside of Saint Francis Medical Center

The Health Services Supervisor or NJDOC Director of Medical Services must explicitly approve all admissions or retention of inmates in community hospitals. Exemptions will be limited to the following categories:

- i. Admissions or transfers to hospitals other than St. Francis Medical Center for services not readily available at St. Francis Medical Center. The duration of such hospitalizations must be kept to a minimum, with transfer back to St. Francis Medical Center accomplished as soon as medically acceptable.
- ii. Emergency Admissions to community hospitals when the patient is not stable enough to be moved to St. Francis Medical Center. Subsequent transfer to St. Francis Medical Center must be accomplished as soon as the patient is stable and transportable.

#### d. Requests for Mobile or Regional Acute Centers

Sub-acute care/regional acute centers including mobile options may be proposed. However, the State reserves the right to a prior evaluation of all such proposals as they may affect NJDOC costs. Generally, the objective of the State is to reduce the lengths of hospital stays, the number of medical trips, and outside physician referrals and visits, all of which are expected to reduce the costs of medical care and custody coverage. Bidders are to submit their plan for provision of mobile or regional acute care centers.

#### f. Specialty Care Hospitals and Nursing Home

Contractor will arrange for specialty hospitals to admit NJDOC inmates on an "as needed" basis. Additionally, contractor shall provide social services and discharge planning for inmates confined in an acute care hospital. When medically necessary, contractor shall make arrangements with skilled nursing

or advanced nursing care centers for care that exceeds the medical capabilities and resources of the institutions.

**g. Pricing requirement for Acute and Chronic Care**

Contractor's per capita price proposal shall reflect contractor's financial responsibility for all medically related costs associated with the inpatient care for all conditions routine and catastrophic of an inmate, including those with a diagnosis of HIV/AIDS. The Contractor's price is intended to be all-inclusive and reflect any costs incurred in the routine evolution of medical care in the community (new medications, procedures, treatments, etc.).

**h. Additional Costs of Outside Hospitalization**

If outside hospitalization is required, contractor will coordinate with NJDOC staff to arrange transportation and security coverage by correction officers. Transportation and custody coverage costs for community hospitalizations outside of SFMC shall be the responsibility of the contractor as outlined in the NJDOC Transportation Costs document in Appendix F available in the Document Review Room.

**i. Ancillary Hospital Costs**

Contractor shall be responsible for the cost of television services in hospital rooms. SFMC shall provide a holding room for inmates with clinic appointments. NJDOC shall pay for the meals of correction officers on duty in a hospital.

**3.1.4.12 On-Site Special Needs Treatment**

- a. The contractor will provide on-site chronic care clinics for those inmates with conditions requiring Special Needs. Including but not limited to the following: diabetes, pulmonary conditions, hypertension/cardiac problems, kidney disease, convulsive and other neurologic disorders, OB/GYN concerns, cancer, infectious diseases, chronic general medical problems, and mental health problems.
- b. For inmates with special medical conditions requiring close medical supervision, "Special Needs" will be documented on the appropriate EMR Encounter form and individualized Special Needs Treatment Plans shall be developed as well on the appropriate EMR Encounter form, by the responsible physician. These conditions may include, but are not limited to chronic and convalescent care, physically handicapped, frail elderly, terminally ill, developmentally disabled, and mentally ill.
- c. Special Needs treatment plans 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.
- d. At each institution, contractor shall maintain up-to-date rosters of inmates in each category of Special Needs treatment.
- e. Inmates in the ECU require specialized treatment plans addressing their specific needs while in ECU.
- f. All facilities shall submit a monthly roster of their special needs cases to the NJDOC Health Services Unit.



### **3.1.4.13 Emergency Care**

#### **a. Overview of emergency care**

Contractor shall respond to, make provisions for and be responsible for all services and costs for 24-hour emergency, medical, mental health, and dental care including but not limited to 24-hour on-call services in each discipline and ambulance services when necessary. Contractor shall ensure availability of emergency treatment through predetermined arrangements with local, State-licensed acute care hospitals.

#### **b. Emergency care for visitors and staff**

Contractor shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of NJDOC who become ill or injured while on the premises. All medical, dental, and mental health emergencies are to be addressed as follows. Treatment will generally consist of stabilization and referral to a personal physician or local hospital when indicated. For NJDOC employees, who are injured on the job it may be necessary to coordinate with the employee and the employer regarding the possible referral to an NJDOC industrial health service.

#### **c. Ambulance Services**

All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support and certified by the State of New Jersey. Contractor shall be responsible for arranging and paying for all medical transportation (emergency and scheduled trips) and will coordinate all emergency transfers with NJDOC administrative and security staff. The contractor will be responsible for all types of medi-vac services including airlift if necessary.

All fees and/or donations to community organizations that provide ambulance services will be the responsibility of the contractor.

### **3.1.4.14 Ancillary Services**

a. Contractor shall utilize on-site Facility ancillary services to their fullest extent and shall be responsible for the payment of all off-site laboratories, x-ray, and other diagnostic services as required and indicated. On-site equipment is listed in the Appendix. Contractor shall arrange for regular on-site ancillary services including but not limited to phlebotomy, X-ray, EKG, mammogram, and ultrasound services. When NJDOC equipment is utilized, contractor will accept this equipment as-is on the commencement date. While the equipment belongs to the State and is registered in the State's name, the contractor takes on all responsibility (both procedural and financial) for any necessary registration renewal, repair, inspection, maintenance, calibration, replacement, etc.

b. Persons having the appropriate credentials shall provide all ancillary services. Contractor shall ensure that when tests are sent to another state for analysis, consultation, and/or interpretation, that the individuals and facilities rendering these services have current/valid credentials to do so in New Jersey. This will include full and unrestricted New Jersey licensure for all physicians involved.

#### **i. Laboratory Services**

- Contractor shall be responsible for all medical laboratory services, including supplies, forms, and tests. Lab services must include a mechanism to ensure the availability of STAT services, and daily pickup and delivery of specimens and reports.
- A physician shall review all routine lab results within 24 hours of receipt during weekdays (Monday through Friday) and within 48 hours if received over a weekend. The physician shall document this review by initialing and dating the lab report. In order to assess the follow-up care indicated, and to

screen for discrepancies between clinical observations and laboratory results, the physician will address all abnormal lab results in the EMR. When STAT report results are received and there is no on-site physician available, the physician on-call shall be notified immediately upon the availability of such results.

- Pursuant to the Roe v. Fauver consent decree (see Appendix C), all class members will be informed of their medical condition, test results, prognosis, and treatment plan within seven days of lab results. All non-class members will be informed of any abnormal laboratory or diagnostic test results within 7 days.
- Contractor shall be responsible to arrange and pay for the collection of specimens needed for any forensic testing required by State Law and/or Court Order. This may include DNA tests or similar items that require the drawing of blood or other medical procedures. In some cases it may be preferable for the contractor to arrange and pay for an outside party to conduct the actual service. (see Appendix C for applicable statute)

**ii. Radiology Services**

- All routine x-rays shall be provided on-site at the institutions. All diagnostic imaging, fluoroscopy and special studies such as MRI, CAT scans and ultrasounds shall be provided and paid for by contractor, who shall ensure that all testing is done by a registered technician and read by a New Jersey licensed, Board Certified radiologist. Contractor shall ensure that all results are reported to the institution within 24 hours of testing. Provision shall be made for emergency x-rays that are needed outside of normal working hours. Radiology results shall document this review in the EMR. A mechanism shall be developed for the rapid reporting of STAT and/or abnormal results, and the physician on-call shall be notified immediately of all STAT reports and abnormal results.
- Contractor will be responsible for all supplies and maintenance of all equipment, and will purchase any new equipment that it deems necessary. Contractor will ensure full compliance with N.J.A.C. 7:28 and will be responsible for all fees, registration, inspection, supplies, replacement and maintenance of all equipment.
- Contractor shall be responsible for the timely repair, replacement and maintenance of NJDOC equipment if utilized. NJDOC shall retain all equipment at termination of the contract.
- When appropriate, results shall be transmitted electronically into the NJDOC medical database. Text reports shall be in an ASCII format, with header.

**iii. EKG Services**

Contractor shall provide EKG services at the institutions for scheduled services and for emergency situations. Contractor may use NJDOC machines located at various institutions, may purchase additional machines if required, or may subcontract for this service. Contractor shall be responsible for supplies, repair, replacement and maintenance if NJDOC machines are used.

**3.1.4.14 Optometry/Optical Services**

**a. Eye Examinations**

Eye examinations shall be provided on-site by a New Jersey licensed optometrist. Healthcare requests for eyeglasses shall be triaged in person at nurse sick call. A New Jersey licensed optometrist shall evaluate inmates with refractive complaints and document findings on the appropriate EMR encounter. All other eye-related complaints shall be referred to a Board Certified ophthalmologist. If any condition other than the need for eyeglasses is present, the inmate will be referred to the physician.

**b. Timeframe and Tracking Requirements**

The contractor will maintain a log indicating the status of all requests for eye examinations, and eyewear. The contractor shall provide sufficient optometry services so that no more than 30 days shall intervene between an inmate's request for eye care services and his/her appointment with the optometrist. Prescriptions for eyeglasses shall be sent to the optical laboratory within 24 hours of the refraction.

Finished eyewear will be delivered to the inmate and properly fitted by the optometrist within 7 days of receipt at the institution.

**c. Purchase of Eyewear Requirement**

The contractor shall purchase eyeglasses to be dispensed to inmates as clinically indicated from the New Jersey JJC optical laboratory located at the New Jersey Training School for Boys in Jamesburg.

Prosthetics (e.g. contact lenses) and tinted lenses will only be provided to inmates when clinically indicated and ordered for medical reasons by an ophthalmologist. It is required that all services provided shall be documented in the EMR.

**3.1.4.15 Medical Diet Program**

Contractor will evaluate and make appropriate orders for inmates with regard to medical diets. Medical diets will be supplied by NJDOC only when ordered by a physician or dentist for documented valid medical reasons, and noted on the appropriate EMR encounter form as part of a treatment plan. The order for a diet will be written for a specified amount of time not to exceed 6 months. The diet will be chosen from the NJDOC approved list of medical diets (see "Prescribed Medical Diets" Appendix F).

\*Special diet restrictions in response to alleged food allergy or intolerance are honored only when medically ordered. Personal or religious-based dietary preferences of an inmate are not to be considered by the health care staff as a cause for ordering a special diet.

Dietary supplements, such as vitamins, Ensure™ and similar commercially available products, will be provided to inmates only when prescribed by a physician or dentist for a documented medical reason. The health care vendor will be responsible for the purchase, the delivery and cost of these items, whenever these items are medically prescribed.

**3.1.4.16 Dialysis**

Contractor shall be responsible for the provision of renal dialysis (peritoneal and hemodialysis) and its costs. Contractor is to assume all associated costs, including but not limited to: hemodialysis machines, supplies, maintenance, replacement and repair. Included in these services are:

- a. regular consultations (at least monthly but more frequently if indicated) by a Board Certified nephrologist as indicated;
- b. commodities specific to the dialysis process including but not limited to gloves, gauze, needles, dialysate, and blood products;
- c. pharmaceuticals related to the dialysis process; and
- d. all associated professional and technical labor.

Dialysis services will be provided at South Woods State Prison for most adult male inmates. Contractor will arrange and pay for dialysis services to inmates not appropriate for South Woods State Prison (i.e. females, Capital Sentence cases, inmates at Adult Diagnostic and Treatment Center, and SVP Units at their parent institutions).

An RN trained in dialysis must be on duty and present in the hemodialysis unit at all times when hemodialysis procedures are being conducted. Care is to be provided by an RN or LPN. Staff-patient ratios are maintained in accordance with current community standards of care, which is one nurse per every two to three patients. It is required that all dialysis services provided are to be documented into the EMR.

### **3.1.4.17 Living Will/Advanced Directives**

Health care providers in the NJDOC will honor patient requests for Do Not Resuscitate (DNR) orders as permitted under L.1991,c.201,s.17. All policies promulgated herein regarding the withholding or withdrawing of life-sustaining medical treatment (LSMT) will incorporate the requirements of the New Jersey Advance Directives for Health Care Act (NADHCA) and relevant NJDOC policy.

### **3.1.4.18 Transplants**

The following is intended to describe the existing NJDOC policy regarding organ/tissue transplants as it might effect the healthcare vendor.

- a. Inmate as recipient – There is no NJDOC prohibition to an inmate being a recipient of an organ or tissue transplant. It is expected that such decisions will be made by the medical professionals involved (as well as the Community Sharing Network) based on medical necessity, using the same standards that apply in the free community.
- b. Inmate as organ donor - At time of death, Inmates are able to register as voluntary organ donors in the same manner as any citizen in the community. Determination of suitability remains strictly the responsibility of the medical professionals involved.
  - ii. Inmate as organ donor - Voluntary, prior to death – Due to the many complexities inherent in incarceration, the NJDOC generally prohibits inmates from voluntarily serving as organ donors while in NJDOC custody. However, in extreme circumstances for humanitarian reasons, the Commissioner may consider granting an exemption from this general prohibition. NJDOC practice requires that adequate professional documentation must be submitted to the Health Services Unit to substantiate that:
    - i. The intended recipient is critically ill and in urgent need of a transplant and
    - ii. There is no other viable medical treatment option available and
    - iii. The intended recipient has been unable to be served by the Community Organ Sharing Network and
    - iv. There are medical reasons why the potential inmate donor may be the only viable source of transplant available.
- c. The healthcare vendor should refer any inmate transplant issues to the HSU for review. All requests for exemptions to this prohibition on inmate organ donations (2b above) must be directed to the Health Services Unit.

### **3.1.4.19 Resolution of Medical Treatment Disputes**

The NJDOC Director of Medical Services shall be the final authority in matters of medical treatment disputes with the contractor over the provision of health care services. In the same fashion, the NJDOC licensed discipline heads will be the final authority in matters of dispute with the contractor within their licensed discipline. In their absence, the Supervisor of Health Services will serve as the authority in matters of dispute regarding the provision of medical services.

### **3.1.5 Specialized Services to be Provided**

#### **3.1.5.1 Health Education of Inmates**

##### **a. General health education program**

Contractor shall provide a health education program for inmates. This program shall include both formal and informal sessions, pamphlets, videos, etc. Additionally, each discipline shall be involved in the orientation of inmates to its services, including the availability and means of accessing such services from all sites (i.e. satellites, closed custody units, halfway houses, etc.).

##### **b. HIV health education**

The Roe v. Fauver Consent Decree requires annual training of all inmates in issues of HIV. Training in bloodborne pathogen issues shall be included in this annual training. Bidders shall submit timelines and outline of subject matter shall be submitted with proposal.

As required by the Roe v. Fauver Consent Decree the contractor shall also develop a comprehensive educational program for HIV infected and non-infected inmates, designed to inform and prevent further spreading of the disease. The program shall also include aspects of living with HIV. This program shall be ongoing and target the entire reception and correctional population. Documentation of this activity shall be provided in the Monthly Statistical and Narrative Summary Reports. Contract staff shall assist in inmate peer-education support groups, where they exist.

##### **c. Documentation of health education**

Contractor shall document all health education activities in its Monthly Narrative Summary Report, as well as in the annual report. This documentation will include subject matter, dates and number of inmates receiving health education. All individualized health education of inmates is to be noted in the EMR.

#### **3.1.5.2 Infection Control**

The contractor shall implement an infection control program including concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and State laws. Reports to the NJ Department of Health and Senior Services and/or any other agency, regarding an individual or condition, will be copied to the HSU Supervisor. All epidemiology testing as a result of any mass casualty event (eg. Suggested food poisoning) is the responsibility of the contractor. The program shall encompass complete implementation of the NJDOC HCV Policy (currently using Federal Bureau of Prisons guidelines) and TB and bloodborne pathogens policy; enhancement of the current program is permissible, but omissions or deletions must have NJDOC approval.

### 3.1.5.3 HIV/AIDS Services

#### a. Community Standard of Care

For the purpose of defining the Community Standard of Care regarding HIV/AIDS, health care service providers are expected to follow the guidelines (and subsequent revisions or updates) issued by the NJ Department of Health and Senior Services and the U.S. Department of Health and Human Services.

There are currently grants that provide enhanced services that are ultimately the contractor's responsibility in accordance with the specifications outlined below. Some of the services provided include but are not limited to HIV Educational Service Programs, Pre and Post test counseling services, supportive services and discharge planning services. It is understood that any of the services provided by the current and any future grants do not remove these responsibilities from the contractor.

Additionally, the contractor must enter notice of services provided by grant positions in the patient EMR. (i.e. pre-post test counseling, discharge plans, etc.)

#### b. Treatment

The NJDOC is under a Consent Decree (Roe v. Fauver) relevant to the care and treatment of those individuals with HIV disease. All aspects of this decree are to be followed in their entirety by the contractor. A copy of this decree is contained in Appendix C.

The contractor shall provide all treatment of HIV/AIDS in a manner consistent with applicable current community standards of medical care, including NJDOC and CDC guidelines. The contractor shall be responsible for all medical costs associated with the treatment of HIV/AIDS including but not limited to inpatient and outpatient medical services and all prescribed medications.

#### c. Infectious Disease specialty requirement

The comprehensive HIV treatment program shall include the availability of an infectious disease specialist for the purposes of:

- Policy development
- Consultation
- Treatment
- Discharge planning

#### d. Pre and post test counseling requirements

The contractor shall provide a minimum of two specially trained RNs that are certified AIDS counselors at each facility. At a minimum each counselor shall have successfully completed the standard AIDS counseling training offered by the New Jersey Department of Health and Senior Services, or a program recognized by this State agency. Duties shall include the pre-test and post-test counseling of inmates being tested for HIV infection.

#### e. HIV care and care plan

Contractor shall provide a chronic care clinic at each institution for HIV/AIDS patients. For each patient, an individualized treatment plan on the appropriate EMR encounter form shall be generated. As with any treatment plan, this should be printed out so the class member may sign, and this shall be filed in the medical reference file. Care shall be consistent with specifications contained in paragraphs 24, 27-29, and 33-37 of the Roe v. Fauver consent decree (Appendix C).

**f. Reporting of HIV care**

The contractor shall submit monthly HIV testing reports to the NJDOC including testing volume and aggregate positive/negative results by facility. The contractor shall maintain, and submit to HSU monthly, an up to date confidential list of all known HIV class members classified into the CDC-AIDS classifications. The contractor shall submit monthly reports, by facility, on the number of class members on HIV/AIDS medications and the type of medications prescribed. Health education efforts shall be reported monthly.

**g. HIV medication**

The formulary must include all medications appropriate for the treatment of HIV infection and AIDS, in accordance with community standards of care. The types of medications prescribed for the treatment of HIV infection and related diseases shall be listed in the monthly report, along with the quantity of each medication prescribed in that reporting period.

**h. AIDS Education for Primary Care Provider**

All primary medical, dental and mental health providers shall participate in HIV/AIDS educational programs. These programs shall be formulated by the medical contractor and approved by the NJDOC Director of Medical Services. The medical contractor will provide such education to all primary medical, dental and mental health staff. The medical contractor must provide the Director of Medical Services with documentation of the physicians' attendance and participation.

**3.1.5.4 Hepatitis C – Screening and Treatment**

The NJDOC has recognized the growing public concern with the issue of Hepatitis C infection, treatment and related medical complications. In recent years, assorted professional publications have demonstrated that the medical science regarding treatment of this viral infection has been a rapidly evolving process. During this evolution, NJDOC and its current healthcare vendor have relied upon the guidelines of the Federal Bureau of Prisons regarding this disease entity. However, there is a growing community recognition that the incarcerated population, due to high exposure risk behavior in an individual's past, contains a disproportionate number of Hepatitis C infected individuals. In addition, this means that periods of incarceration may provide a "public health opportunity" to address this problem. This has resulted in part in Public Law PL 2001, Chapter 357, (signed 1/6/09) in which NJDOC is responsible for developing and providing certain Hepatitis C related services, in coordination with the New Jersey Department of Health and Senior Services. As a consequence of the above, NJDOC through its contract healthcare vendor requires the following practices:

- a. At all NJDOC reception sites, as a part of inmate orientation and health education, the contractor will provide a module of inmate education to all incoming inmates regarding Hepatitis C infection. This program will include details regarding route of infection, symptoms, long term consequences and potential treatment.
- b. At all NJDOC facilities, the healthcare contractor will schedule and conduct similar training/education to the general inmate population regarding Hepatitis C at least once every year. Where available, this training can be offered via the internal television network.
- c. During inmate education and routine healthcare encounters, the contractor will offer medical testing for Hepatitis C infection and encourage testing for all high-risk individuals.
- d. Upon request from any inmate/patient, the contractor will promptly schedule and perform the standard testing for Hepatitis C antibody. Inmates will promptly be advised of the results of this test.

- e. In all cases that produce a "positive" Hepatitis C antibody test result, the contractor will promptly schedule and conduct an appropriate PCR/viral load test to determine the continued presence of the Hepatitis C virus and the extent of infection.
- f. If both tests noted above are positive, the contractor will promptly perform all necessary and appropriate tests to determine if the individual is a candidate for treatment intervention. The testing needed will be a professional medical judgement based upon the latest guidelines from the Center for Disease Control and other appropriate professional organizations (subject to NJDOC approval).
- g. All cases that are Hepatitis C positive will be provided with immunization against Hepatitis A and Hepatitis B when medically appropriate.
- h. All individuals found medically qualified will be offered treatment intervention, as long as they can be reasonably expected to remain in NJDOC custody for the period required to complete the treatment regime. The only administrative factors that would preclude the initiation of treatment would be a "max date" or "confirmed parole date" that would prevent the completion of treatment during confinement with NJDOC. In such cases, it should be suggested that a full treatment program be undertaken following release to the community.
- i. All stages of Hepatitis C care (screening, evaluation and treatment) are subject to individual patient consent.
- j. The contractor must document all Hepatitis C care (noted above) and given to each patient in the Electronic Medical Record System. This is to include education, offering of testing, patient consent/or refusal, patient education regarding test results, etc. Reason for treatment denial or termination must be clearly documented. A signed inmate refusal form must document all refusals for care.
- k. In addition to providing the patient care noted above, the healthcare contractor will cooperate with NJDOC in seeking any grants or support from external agencies (e.g., US Department of Health, federal government, pharmaceutical sources) that might subsidize or assist DOC in funding the public health efforts inherent in this program.

### **3.1.5.5 NJDOC Employee Health Education Program**

Contractor is required to provide training to NJDOC employees in various relevant aspects of health education. Current training requirements include but are not limited to the following topics:

- a. **Annual Training**
  - Tuberculosis
  - Bloodborne Pathogens
  - HIV Infection and Protection
  - Confidentiality of Medical Information
  - Response to Medical Emergency or Disaster
- b. **Biannual Training**
  - CPR
  - First Aid
- c. **Initial training for new NJDOC employees**



The initial training shall be conducted at the Correction Officers Training Academy (COTA) for all incoming officers, and at an institutional site to be determined by NJDOC. Contractor shall submit to NJDOC for approval their proposed curriculum, trainer credentials, and training schedule before initiating the training.

**d. Training credentials requirement for teaching at COTA**

Employees of the contractor or any subcontractor, who provide instruction at the Correction Officer Training Academy, shall apply for and receive certification from the Police Training Commission of the NJ Department of Law and Public Safety.

**e. Counseling services provided to NJDOC**

Contractor shall provide counseling services to eligible NJDOC employees who request HIV/HBV testing, in accordance with PEOSH and NJDOC policies. The contractor shall provide education in the areas of TB and bloodborne pathogens to those employees with the potential for occupational exposure, in accordance with PEOSH and NJDOC policies.

**3.1.5.6 Record Keeping for NJDOC Employee Health Care**

Individual medical records of NJDOC employees shall be maintained, in a secure and confidential manner, in the Human Resource office of the institution. The contractor shall have access to these records as needed, and shall make all necessary entries to reflect education, testing, and treatment. Consolidated lists of such activities may be maintained separately for administrative and planning purposes, but this shall not be considered a substitute for entries in individual records.

**a. Health Care Services to Personnel, NJDOC Employees, and Visitors**

**b. NJDOC Employee Food Service Workers**

The contractor must ensure that NJDOC food service workers are free from diseases transmissible by food or utensils. The contractor must provide a pre-employment evaluation and annual rechecks based on the requirements of NJDHSS, N.J.A.C. 10A: 16-2.12, NJDOC Policy and NCCHC Standards. The contractor is responsible for scheduling all employee food service workers for their annual rechecks, which shall be done during the month of February. The contractor must provide periodic training in this area. All initial, annual evaluations and training are to be documented on the NJDOC employee's health record located in personnel files.

**c. Emergency Services**

- i. In cases where emergency care is needed, the contractor must provide on-site emergency treatment for visitors and staff. Treatment will include assessment, stabilization and referral to the individual's personal physician or hospital. Work related injuries for NJDOC employees must be referred in accordance to the NJDOC policy for work related injuries. The contractor will arrange for emergency transportation when necessary.
- ii. The contractor must develop policies and procedures that provide for the provision of health care in the event of a man-made or natural disaster. The contractor's disaster plan must be incorporated with the institution's overall emergency plan and must be made known to all personnel. Healthcare staff responsibilities in a disaster will be reviewed during orientation and during annual in-service training. The contractor must maintain separate emergency disaster and medical supplies that will be checked biannually. The contractor will perform and evaluate an annual disaster drill on each shift. In the event of

an actual disaster, the contractor must summon healthcare staff to return to the institution as needed.

**d. Tuberculosis Surveillance for NJDOC and Contractor Employees**

The contractor must provide a comprehensive program for tuberculosis surveillance of its personnel and NJDOC employees that conforms to the guidelines of NJDHSS Public Employees Occupational Safety and Health (PEOSH) TB requirements and NJDOC policy on this subject. The contractor will coordinate with the NJDOC Health Services Unit and the NJDHSS, in the implementation of an effective TB control program in the New Jersey Prison System. This program, which will be documented in the contractor's policies and procedures, will include, but not be limited to, the following provisions:

**i. Tuberculosis Risk Assessment**

The contractor will conduct initial and annual risk assessments to evaluate the risk for the transmission of TB in each of the NJDOC facilities. The Institution's Risk Assessment must be documented annually in the site base. The frequency of employee TB screening will be based on the Institution's Risk Assessment level.

**ii. Employee Tuberculosis Education and Training**

- All contractor personnel will be trained and given information, in accordance with OSHA regulations, to ensure knowledge of TB transmission, its signs and symptoms, medical surveillance and therapy. This training will also include post exposure protocols to be followed in the event of an exposure incident. Nursing personnel and employees required to enter the negative pressure airflow rooms will be trained in the use of, and fit tested for, the NIOSH approved respirators. Documentation of the fit test and the training will be maintained in the personnel folders.
- All NJDOC new hire, non-custody employees will receive infectious disease training by the Infection Control Nurse/designee within 60 days of hiring and annually thereafter. (Currently the vendor conducts infectious disease training for new-hire custody recruits at COTA for the NJDOC) Annual training, along with appropriate documentation, is required for all employees, custody and non-custody alike, and must be provided by the contractor.

**iii. Employee Tuberculosis Screening**

- **Initial Screening Requirement**  
The contractor must administer initial Mantoux (PPD) testing to all newly hired contractor staff and NJDOC employees using the two-step method, i.e., a series of two PPD tests given in the appropriate time frame, unless contraindicated. All contractor personnel and NJDOC employees will have TB testing done in accordance with NJDOC policy and/or as indicated by the facilities' annual risk assessment.
- **Annual Screening Requirement**  
Contractor will conduct Statewide annual TB testing each January for all of its staff and NJDOC employees. Past positive reactors must receive annual screening of symptoms each January for active TB disease. The contractor will make appropriate referrals for the employees who develop positive PPDs and/or positive symptomatology. The contractor will also be responsible for the tuberculosis screening of DOC employees not based in the institutions, e.g., Central Transportation Officers and other Central Office Personnel. The estimated number of employees requiring screening annually is 10,000.

- **Recording and Reporting Requirement**  
The contractor will document the periodic tuberculosis screening on the MR-031 (Employee Tuberculosis Screening Form). Each medical department using the NJDHSS TB testing program's form, Tuberculin Testing Survey Results, will do quarterly reporting of TB testing results.

iv. **Bloodborne Pathogen Prevention (HBV Vaccination)**

- **Establish Policy**  
The contractor will establish a written policy and demonstrate in actual practice a comprehensive Infection Control Program. One aspect of the Infection Control Program must address the transmission of bloodborne pathogens in the prison setting.
- **Providing Training**  
The contractor will provide annual training to all NJDOC employees regarding the prevention of the transmission of bloodborne pathogens. This training will be in accordance with the PEOSH requirements, and the NJDOC Policy on Bloodborne Pathogens. The contractor will document this training on the HS-04 or HS-04J Employee Training Attendance Form which will be kept in the employee's personnel record.
- **Provide Vaccine**  
The contractor will also offer the Hepatitis B vaccine to all NJDOC staff who may be at risk of exposure to bloodborne pathogens. The NJDOC Bloodborne Pathogens Exposure Plan identifies the employees who meet these criteria. The contractor will counsel the employees on the risks and benefits of the vaccine. The contractor will document the refusal or the consent and the subsequent administration of the vaccine series on the Employee Hepatitis Vaccine Record.
- **Protective Equipment**  
The contractor will make readily available for healthcare staff, personal protective equipment (PPE) that may be required for respiratory isolation or universal precautions. PPE includes gloves, masks, goggles, fluid impervious gowns, etc. This equipment will be available for staff use where exposure to blood or body fluids may be reasonably expected to occur. Emergency Response Bags will contain a PPE bag and a CPR mask with a one-way valve. Used equipment will be disposed of in appropriate containers. When needed, appropriate PPE for NJDOC employees will be the responsibility of the State.
- **Post Exposure Services Requirement**  
A further aspect of the infection control program must address employee exposure to bodily fluids and the provision of counseling by the contractor after any exposure. The contractor will provide first aid, counseling, and referral for follow-up care to any staff member or NJDOC employee who has been exposed to bodily fluids. The contractor will document any such care, in the staff person's health record, located in the Personnel Office.

**3.1.5.7 Handicaps/Disabilities/American Disabilities Act (ADA)**

**a. Identification and Communication of Need**

In addition to the medical treatment (prosthetic devices, etc.) of handicaps or disability conditions, the provisions of the ADA may require the NJDOC system to recognize such conditions and make certain accommodations. Since, these needs are driven by the presence of a medically recognized condition or limitation, the NJDOC requires that the contractor identify such conditions, document them on the individual Electronic Medical Record and inform appropriate Administrative/Classification staff. These handicaps or disability conditions will encompass but are not limited to the following: hearing, vision, and mobility. Policies outlining the guidelines and mechanism for this process are being developed and will be made available to the contractor.

**b. Hearing Impaired**

- i. Required services for the hearing impaired are mandated by the Lugo v. Middlesex Consent Decree.
- ii. All deaf inmates will be assigned only to Southwoods State Prison, Garden State Correctional Facility, Edna Mahan Correctional Facility for Women, Adult Diagnostic and Treatment Center or Northern State Prison.
- iii. The contractor is responsible for determining what method of communication is most appropriate for any deaf inmate that presents concern in the medical area.
- iv. Provision for interpreters shall be in accordance with the consent decree.
- v. The contractor is responsible to provide certified and qualified interpreters capable of using required specialized vocabulary skills.
- vi. In emergency situations, where the seriousness of the inmate's need precludes waiting for an interpreter to arrive before beginning the assessment and treatment, written notes, charts and diagrams shall be used until an interpreter arrives.

**3.1.5.8 Co-Pay**

NJ Public Law 1995 Chapter 254 mandates the NJDOC to hold inmates liable for the cost of their health care. In response to this law NJDOC has developed a co-pay policy (HS: 96-01) that outlines procedures for documentation to the institutional business office of health care services delivered to inmates. The contractor will document services as required by the co-pay policy HS: 96-01. No inmate will be denied health care due to an inability to pay a fee for service. Documentation of co-pay for each inmate shall be done in the EMR. A daily co-pay report shall be generated from the EMR and submitted to the business offices daily by the contractor.

**3.1.5.9. Inmates with Private Insurance**

NJAC 11:4-50.1, NJSA 30:7E-1, and Public Law 1995 Chapter 254 authorize the State of New Jersey to seek reimbursement for health care services delivered to inmates who are covered under a health insurance plan. When an inmate is known to have health insurance, the contractor shall note the pertinent information prominently on the medical record. Subsequently, the contractor shall provide the institutional business office with the necessary details regarding any medical, dental, and/or mental health services rendered to the covered inmate on-site or off-site. The contractor shall assist in the preparation of claim forms and other paperwork related to the reimbursement process. If the inmate's health plan is of the managed care type, an institutional physician shall contact the insurer, within 14 days of assignment (or transfer) to a home institution, to arrange being designated as the primary care physician. All funds received, as a result of this process shall go to the State. The contractor shall not receive additional remuneration for this function.

**3.1.6 Psychiatry**

**3.1.6:1 Psychiatry Overview**

The contractor must provide quality, accessible psychiatric services in accordance with industry standards to all inmates who are in NJDOC institutions and satellite units. The CF v. Terhune Settlement Agreement mandates that there is 1 FTE psychiatrist for every 125 inmates on mental health special needs roster.

**3.1.6.2 Psychiatric Care Program components shall include but are not limited to:**

- a. Psychiatric coverage on-site or on-call 24 hours a day at each institution.
- b. Psychiatric assessment of all inmates arriving at a Reception Center that are on psychotropic medication or who have a documented history of mental illness within 24 hours of their arrival.
- c. Participation in treatment plan for each inmate who is identified as a mental health "special needs" inmate.
  - i. The plan will be initiated within 30 days of the first psychiatric examination and updated every six months or less.
  - ii. Treatment Plans are to be documented on the appropriate EMR encounter form.
- d. Psychiatric evaluation of inmates showing signs of psychiatric decompensation, suicidality, or unusual or bizarre behavior, within 24 hours (including weekends and holidays) of the problem being noted and reported. This evaluation will include an interview, report, and a follow-up report to the institutional administration, all documented on the appropriate EMR encounter form.
- e. Psychiatric evaluation, within 24 hours, of unstable inmates referred by a psychologist, physician, or other medical or NJDOC staff, to determine the need for psychotropic medication and/or appropriate mental health intervention. This evaluation will include an interview, report and a follow-up report to the institutional administration will be documented on the appropriate EMR encounter form.
- f. Monitoring of all inmates receiving psychotropic medication at least once every 30 days, including appropriate laboratory studies. The contractor will provide a schedule of type and frequency for laboratory studies of inmates taking those psychotropic medications, which require ongoing monitoring (including but not limited to, Carbamazepine, Valproic Acid, and Lithium). Psychotropic medications will be ordered for no more than 30 days at a time, and renewals will be based on a face-to-face encounter between the inmate and the psychiatrist.
- g. Development of policies and procedures for distribution of psychotropic medication, to maximize potential for safety and compliance. All psychotropic medications shall be in liquid form or rapidly dissolving pill form when manufactured in this form.
- h. Assessment Involuntary Movement Scale (AIMS) assessment for tardive dyskinesia to be conducted at least every six months or more often if clinically necessary.
- i. Psychiatric evaluation of inmates for involuntary commitment to a psychiatric facility. Contractor shall ensure that one psychiatrist and one other physician are available, within 24 hours of referral, to provide evaluations when an inmate is being considered for involuntary commitment to a psychiatric hospital.
- j. When an inmate is returned from a psychiatric facility, an RN will immediately conduct an assessment. This assessment will include a medication review along with a brief mental status evaluation. If a psychiatrist is not on site, medication and physician orders from the discharge summary must be phoned to the psychiatrist. The RN will also obtain orders for medication from the psychiatrist.
- k. Psychiatric evaluation of an inmate's return from a psychiatric facility to assess appropriate housing shall be done within the next business day, but in no event longer than 72 hours of the inmate's return.
- l. Cooperate with the Mental Health Contractor in the Suicide Prevention Program.
- m. Special psychiatric evaluations as requested by Classification Committees, the facility and/or the Department Administration, completed within stated deadlines.
- n. Evaluation for the involuntary administration of psychotropic medication, and participation as a member of the Treatment Review Committee, in accordance with CF v. Terhune Settlement Agreement and NJDOC policy.
- o. Competency evaluations for special medical guardianship and other legal purposes completed within stated deadlines.
- p. Participation in Continuous Quality Improvement (CQI) Program

### **3.1.7 Special Treatment Units- Medical Requirements**

- a. The CF v. Terhune Settlement Agreement, requires the contractor to develop specialized treatment units for those inmates who are severely mentally ill and require specialized housing and programming other than that which is available in general population.
- b. **Special Program Unit Goal.** The goal of this initiative is to provide intensive mental health treatment to mentally ill offenders so that they can be stabilized and returned to general population housing where they can receive the supportive therapeutic services necessary to remain clinically stable.

#### **3.1.7.1 Crisis Stabilization Unit Medical Services Requirements**

The NJDOC currently has crisis stabilization programs at New Jersey State Prison (47 male beds and 16 female beds), Northern State Prison (30 male beds) and Edna Mahan Correctional Facility (2 female beds).

##### **a. Goal**

The purpose of the Stabilization Unit (SU) is to stabilize inmates who are seriously decompensated, suicidal and/or acutely psychotic. It is anticipated that the inmate would stay on this unit for a short period of time, until a determination is made as to whether the inmate can adjust to a Residential Treatment or Transitional Care Unit (step-down) or needs to be involuntarily psychiatrically committed. It is possible that while on the Stabilization Unit (SU), involuntary administration of psychotropic medication will take place.

##### **b. Schedule Requirement**

NOTE: Psychiatric and Nursing hours are required under Section 3.1 - Medical Services of this RFP and all other staffing requirements for special units are required under Section 3.2 – Mental Health Services.

Nursing coverage will be 24 hours per day on these units. Psychiatry staff will interview these inmates daily Monday-Saturday. Staffing for Stabilization Units should be sufficient to cover programming from 9 am-8 pm. Monday through Friday and eight hours on Saturday. Contractor will post a current programming schedule in the unit on a least a monthly basis, and make this available to NJDOC Quality Assurance Staff when requested.

##### **c. Minimum staffing ratios for the Crisis Stabilization Unit(s) shall be as follows:**

Psychiatrists 1 (FTE): 35 inmates + (24 hour on-call availability)

One Psychiatric Nurse per unit: first shift (7 days per week)

Two Psychiatric nurses on second shift Monday-Friday

One Psychiatric Nurse per unit on second shift for both Saturday and Sunday

RN nursing coverage provided on each unit on third shift seven days per week

##### **d. Program Model**

There will be a Nursing assessment performed on each new admission within one hour of arrival.

#### **3.1.7.2 Residential Treatment Unit (RTU): Medical Services Requirements**

There are residential and transitional care programs at New Jersey State Prison (96 male beds), Northern State Prison (80 male beds), Edna Mahan Correctional Facility (38 female beds), Adult Diagnostic and Treatment Center (8 male beds) and South Woods State Prison (124 male beds).

**a. Goal**

The goal of the Residential Treatment Units is to stabilize, support and ensure positive reintegration of the inmate into a regular housing unit.

**b. Schedule Requirement**

The contractor will provide a multidisciplinary staff psychiatrists and psychiatric nurses necessary to provide programming 8 AM-8 PM Monday through Friday and eight hours on Saturday. Psychiatric nurses shall provide programming on Sunday. Contractor shall post current programming schedule on the unit at on at least a monthly basis and make this available to DOC Quality Assurance Staff when requested.

**c. Program Model**

- i. On these units there will be intensive, multidisciplinary programming available to the inmate. A day treatment program model will be utilized.
- ii. Admission to and discharge from these units will be based on clinical decisions, supported by documentation in the EMR. These movements will be coordinated through the Facility Administrator.
- iii. When appropriate, the NJDOC Policy on Involuntary Administration of Psychotropic Medication will be applied on these units.
- iv. Each inmate will have an individualized and specialized treatment plan recorded on the appropriate EMR encounter form.
- v. A discharge plan will be formulated for each inmate, focusing on appropriate continuity of care issues that need to be addressed on the regular housing unit or in the community.
- vi. The DOC will provide support services such as educational and recreational programming to these inmates.
- vii. Both the medical and mental health contractor shall work together to develop further admission and discharge criteria for these units in conjunction with the NJDOC Health Services Unit. It is likely that some of the inmates housed on an RTU will never be stable enough to progress to a Transitional Care Unit or to the general population.

**3.1.7.3 Transitional Treatment Care Unit: Medical Services Requirements**

This unit is designed for inmates that are higher functioning and have the potential to adjust to general population housing. Programming on this unit will allow inmates to make a gradual progressive adjustment to the general population while still having the treatment support staff available through this transition.

**b Goal**

The goal of this unit is to reintegrate inmates into a general population-housing environment.

**b Minimum Staffing Ratios for Step-down (RTU and TCU) Units:**

- i. Psychiatrists 1 (FTE): 75 inmates
- ii. One Psychiatric Nurse per unit: for first shift (7 days per week)
- iii. Two Psychiatric nurses on second shift Monday-Friday
- iv. One Psychiatric Nurse on second shift for both Saturday and Sunday

- v. RN nursing coverage provided on each unit on third shift seven days per week when psychiatric nurses are relieved
- vi. In addition, SWSP will add an extra RN per shift (seven days per week) due to the population of this one unit.

#### **3.1.7.4 Provision of Medical Services –Security Threat Group Management Unit**

In June 1998, the NJDOC of Corrections began an intensive treatment program for inmates whose gang affiliations have become a disruptive element in DOC institutions. Northern State Prison contains a 160-bed unit designated as the Security Threat Group Management Unit.

Due to the increased security of this unit, the contractor will provide routine medical services (RN sick call, MD sick call, medication line, etc.) on the Security Threat Group Management Unit.

#### **3.1.8 Sex Offender Treatment Medical Services Requirement**

##### **3.1.8.1 Sex Offenders at ADTC, Edna Mahan and any other prison facility**

The mental health contractor is responsible for providing specialized services to adult inmates convicted of sexual offenses and sentenced under the Sex Offender Act (N.J.S.A. 2C: 47).

The medical contractor shall be responsible for all services required by all provisions of the Sex Offender Act and related legislation regarding psychiatric assessment. Medical Services for inmates in these facilities and programs are as stated in the entire 3.1 section of this RFP.

##### **a Psychiatric requirement for Sex Offender Treatment**

###### **i. Pre-Release Evaluations**

Prior to 180 days before an inmate's expiration of sentence, a psychiatric evaluation and risk assessment shall be performed as required by State law. The evaluation and risk assessment tools utilized by the contractor in the performance of this required service must be pre-approved by the NJDOC Administration and the Health Services Unit. This report will address the inmate'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.

###### **d. Interdisciplinary Team Requirement**

The contractor will provide psychiatric staff to participate in an interdisciplinary team to address sex offender treatment and the requirements of the New Jersey Sex Offender Act. The team includes licensed psychiatrists, licensed psychologists, and licensed clinical social workers. All required members of the interdisciplinary treatment team shall meet on a scheduled basis as part of the process of initiating or updating an inmate's sex offender treatment plan at ADTC.

##### **b Medical Requirements for Special Treatment Units for Sexual Violent Predators**

At this time, NJDOC maintains two Special Treatment Units for violent sexual offenders. The Special Treatment Unit, which has a 150 bed maximum capacity, is located in Kearny, NJ. The Special Treatment Unit Annex, which has a 114 bed maximum capacity, is located in Rahway, NJ. The residents of these two units are sex offenders whose sentences have expired, but who have been committed as dangerous and not ready for release. They are under the auspices of the NJDOC of Corrections, and are considered residents and not inmates of NJDOC.

Under legislative mandate, New Jersey Department of Human Services (NJ DHS) provides mental health services, while NJDOC maintains responsibility for medical, nursing, pharmacy, dental care, security and



housing facilities. All of the medical, nursing, pharmacy and dental services that are NJDOC responsibility fall within the scope of this contract.

Note: The NJDOC may elect to consolidate and/or expand the maximum census for the Special Treatment Units for violent sexual predators. This can include but is not limited to construction of a new facility by the NJDOC.

Due to the different legal status of these individuals, special arrangements need to be made to transport and house them separately from the general prison population. These patients may be serviced at SFMC and at the ADTC, if necessary, providing that the appropriate special arrangements are made.

### **3.1.9 Dental Services**

All Dental Services shall be performed as outlined below using appropriately licensed professionals, (dentists, hygienist, radiography tech., and dental assistants).

Dental Care Overview - Dental care shall be provided according to N.J.A.C. 10A: 16-3 requirements, and guidelines promulgated by the American Dental Association, Centers for Disease Control and Occupational Safety and Health Administration and NCCHC, in the event that these standards exceed N.J.A.C. requirements. The following dental services shall be provided to all NJDOC inmates and documented on the appropriate EMR encounter forms:

#### **a. Intake Screen -**

A brief screening of significant dental issues will be completed as part of the initial medical/dental/mental health screening. This screening may be performed by an RN, but immediate referral to the dental department will be made when a problem is identified.

#### **b. Comprehensive Dental Examination -**

Comprehensive dental examination, including panoramic x-ray, shall be completed within 72 hours of admission to the reception facility. This examination shall be part of the comprehensive health appraisal. Each inmate will be classified using the NJDOC Dental Priority Classification System is available for examination in the Document Review Room -in Appendix F. This examination will be performed by a dentist and will result in a written treatment plan to include timetables for completion.

#### **c. Daily Sick Call Requirement -**

The contractor shall conduct daily sick call for complaints relating to dental care. When there is a dental complaint at a facility with dental coverage scheduled on that day, the dentist will be responsible for the triage of sick call request slips. There is to be a daily pick up by the dental staff of the Sick Call Request form (MR-007) from the medical department. On days when there is no dental coverage scheduled at a facility (including weekends and holidays), the nursing staff will triage and act upon all sick call request slips. A dentist will be available for telephone consultation 24 hours a day, 7 days a week. When a nurse applies a dental protocol, the dentist contacted will countersign any order in the medical/dental record within 48 hours except for weekends when 72 hours is allowable.

#### **d. Dental Coverage -**

When arranging the staffing for dental coverage at all the institutions, no facility shall be without on-site coverage by a dentist for a period greater than 48 hours Monday through Friday. The contractor shall post, at each institution, a monthly dental on-site and on-call schedule in advance. Copies of this schedule shall be forwarded to the institution Administrator and the Health Services Unit Director of Dental Services.

**e. Routine Dental Care –**

The routine comprehensive dental treatment shall include, but is not limited to, restorations, endodontic therapy, periodontal maintenance and therapy, prosthesis fabrication and extractions where clinically indicated.

**f. Oral Hygiene –**

The prevention of dental disease requires that all inmates shall be given both oral hygiene instructions and a cleaning of the teeth within 30 days after the comprehensive dental examination or arrival into a parent Institution.

**g. Annual Check Up –**

The inmates are to be scheduled for annual recall dental examination, oral hygiene instructions, and cleaning. When clinically appropriate, the inmate shall be scheduled for dental care more frequently than once per year. If an inmate refuses any dental service, he/she shall be counseled regarding the benefit of this service and the potential harm inherent in refusal.

**h. Scheduling and Timeframe Requirements –**

The other necessary dental needs identified as a result of the comprehensive dental examination, annual recall examination or sick call examination shall be prioritized and provided within 30 days of the comprehensive dental examination and/or preventive care. Where follow up treatment is necessary, it shall be scheduled and started within 30 days. Following the comprehensive examination at the reception center, if the inmate is transferred to a residential institution before the treatment can be provided, the care shall be provided within 30 days of the inmate's arrival at the residential institution.

**i. Emergency Care –**

Emergency care shall be available to any inmate on a daily basis. Acute pain, swelling, trauma, infection, and bleeding are some of the signs and symptoms indicating emergency status. When medical assessment reveals any of these conditions, immediate referral to the dentist shall occur. Emergency care shall be provided immediately when clinically indicated. Urgent care shall be provided within 48 hours of notice to the medical staff of the occurrence.

**j. Specialty Dental Care –**

The contractor shall provide dental specialists as needed, including oral surgeons. Treatment by the specialist is to begin within 30 days of referral, or sooner if clinically necessary.

**k. Prosthetic Services**

- i. Provisions for dental prostheses and utilization of dental prosthetic laboratory services to repair dental prostheses are to be provided by the contractor. Replacement will be done when necessary.
- ii. The contractor is responsible to provide and / or replace dental prosthesis, whenever there is a need for prosthesis in accordance with community standards of care. Further description of need requirement will be available in the Document Review Room - Appendix F.
- iii. The contractor may replace lost or damaged prostheses, with laboratory fees borne by the inmate, if NJDOC determines that the inmate was responsible for loss or breakage.
- iv. Dentures and dental prostheses shall be provided to the inmate within 60 days of impressions.

- v. If prosthetic treatment is in progress and the inmate is transferred to another Institution within NJDOC, the dentist is responsible for promptly forwarding the inmate's prosthesis to the next facility.
- vi. When an inmate has prosthetic treatment in progress and is released from NJDOC, the inmate is to be given 60 days to provide the name and address of a dentist in the community. Contractor's dental staff will coordinate follow up care and forward any necessary information and/or materials.

**l. Dispute Resolution –**

The NJDOC Program Manager shall be the final authority in matters of disagreement between the contractor and the State over the provision of dental care.

**m. Refusal of Care –**

If the inmate still chooses not to receive the service, the refusal of service form shall be entered on the EMR and the signed form made part of the medical record. All refusals must indicate the specific treatment that the inmate is refusing.

**3.1.10 Pharmacy Services**

- a. The Contractor shall provide medication as ordered or prescribed by a health care provider to all inmates at all facilities including those inmates who are housed in RCRAP's and on the Electronic Monitoring Program in compliance with all applicable federal and State laws and regulations. The contractor may either maintain a pharmacy on site or provide for pharmacy services from a central location.
- b. The contractor shall supply all over the counter products and supplements prescribed or ordered by a health care provider for specific conditions, except that the contractor will not have to supply the Facility canteen with these products. Availability of an over the counter product from the commissary does not preclude the contractor from having to provide any product prescribed or ordered by any licensed health care practitioner.
- c. 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 pertaining to these items. The contractor shall be responsible for appropriate storage and disposal of needles and syringes with documentation of such in the Regulated Medical Waste Report.
- d. Formulary - The formulary shall be developed and maintained by the contractor with the written approval of the NJDOC Directors of Pharmacy Services, Medical Services and in full compliance with all relevant standards. The formulary shall be adequate to provide inmates with medications that meet medical and community standards for the treatment of disease and alleviation of suffering. The formulary will be reviewed and updated at the Pharmacy and Therapeutic Committee meeting no less than twice each year. No deletions from the formulary will be permitted without prior approval from the NJDOC Directors of Pharmacy Services and Medical Services.
- e. Pharmacy and Therapeutic Committee – The contractor shall implement a Pharmacy and Therapeutic Committee that will meet no less than twice per year, which shall be responsible for additions and deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medication, and identifying prescribing patterns of practitioners. The written minutes of all Pharmacy and Therapeutic

Committee meetings must be submitted to the NJDOC Director of Pharmacy Services and the NJDOC Director of Medical Services no later than 10 working days following each meeting.

- f. **Pharmacy Policies** - The Contractor shall provide policies and procedures which allow for the timely delivery 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. Qualified personnel shall provide medication delivery only, acting within the scope of their licensure.
- g. **Liquid and Rapid Dissolve Medications** - Provision shall be made in the formulary for drugs to be dispensed in liquid form or rapidly dissolving pill form when manufactured in this form, for Direct Observation Therapy (DOT), as specified in NJDOC Standard 303.4.
- h. **Medication Delivery Requirement** - Pharmacy deliveries shall be available to all facilities, satellites and halfway houses as needed seven days per week. The contractor shall supply all medications within 24 hours of the generation of the order Monday through Saturday. Pharmacy Services shall deliver all STAT orders within four hours of the order being generated. STAT orders are those orders which require immediate administration.
- i. The contractor shall ensure that the level of staffing is commensurate with the requirements of each facility, depending on whatever situation may arise, so as to facilitate quick and efficient delivery of DOT medication and the delivery of Keep On Person medication to the inmate population.
- j. The contractor shall comply with each institution's administrative policy regarding the distribution of medications. Institutions may opt for centralized or decentralized methods of distribution. An NJDOC institutional Administrator has the right to alter the method of distribution at any time, on either a temporary or permanent basis. The contractor will ensure sufficient staff to distribute medications efficiently.
- k. **Medications Available On-Site** - The contractor shall make provision for STAT dose capability for emergencies. Mechanisms must be established for the immediate delivery from community sources of STAT orders not in stock at the Facility. STAT dose capability should be maintained to ensure adequate supplies of stock medication at each medical site. The Pharmacy and Therapeutics Committee for each site should determine a listing of all on-site medications. This list should be readily accessible on site.
- l. For certain medical conditions, as determined by the licensed health care practitioner, medication must be started as quickly as possible. Such medications should be taken from stock supplies, so as to start the recommended treatment regimen without having to wait for the inmate-specific package to be delivered. When the supply of medication arrives from the pharmacy, subsequent doses shall be taken from the individual's supply.
- m. **Keep on Person Medications** - The contractor shall comply with the existing NJDOC policy on Keep on Person (KOP) Medication. KOP Medication (medications that inmates are permitted to hold or keep on housing units) shall be delivered to the inmates on the same day that it is received at the institution. In this manner, the inmates will be able to institute their own therapy, typically in pill form, as directed by the prescriptions. When KOP medication is delivered to an inmate, the dispensing nurse according to NJDOC policy on KOP Medication shall record it on the Medication Administration Record (MR-025).

- n. **Drug Utilization Reports** - The contractor shall generate computerized utilization review reports that include drug utilization review and statistical information by drug and prescribing authority, number of prescriptions and doses dispensed. Utilization review reports shall include comprehensive patient drug use evaluations that permit the review of inmate medication profiles based on orders processed by the pharmacy. The contractor shall use said patient drug use evaluations to identify any patterns of inappropriate prescribing practice, and then take appropriate remedial measures with individual practitioners. Copies of utilization review reports must be provided to the NJDOC as part of the contractor's monthly statistical report to the Health Services Unit.
- o. **Medication Administration Training Requirement** - The contractor shall provide in-service training to personnel (RN, LPN, Pharmacist and Pharmacy Technician) at the facilities according to a schedule agreed to by the contractor's facility health services administrator on the appropriate administration, self-administration, maintenance and documentation of medications.
- p. **Pharmacy and Medications Inspection Requirement** - Pharmacy services shall provide a licensed pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a review of medication records.
- q. **Supplying Medication to Inmates in RCRAP or Electronic Home Monitoring Programs** - Inmates transferring to RCRAP and Electronic Home Monitoring programs will receive 30-day supplies of their current prescribed medications. The contractor will ensure continuance of medication orders and supply necessary medications to inmates in these programs as long as the inmate is in the program and the medications are necessary.
- r. **Inmates being released will receive a 14 day supply of their current prescribed medications.**
- s. **Medication Order and Delivery Documentation Requirement** - All medication orders shall be placed and maintained in the EMR. All medication refusals are to be documented on the appropriate EMR forms. The contractor shall utilize a Medication Administration Record (MR-025), 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 will be co-signed by the ordering practitioner during the next duty day, but not to exceed 72 hours after the order is written. Transcription of all medication orders will occur within the shift that the order is written.
- t. **Dispute Resolution** - The NJDOC Director of Medical Services in conjunction with the NJDOC Director of Pharmacy Services shall be the final authority in matters of disagreement between the contractor and the State over pharmaceuticals.

### **3.1.11 Program Support Services**

#### **3.1.11.1 Continuous Quality Improvement**

The contractor shall establish a Quality Improvement Program that will monitor the health services provided, including but not limited to: risk management, policy and procedure review, pharmacy and therapeutics, monthly statistical management reporting, health care and safety, sanitation, and infection control. The program shall include regular chart review of outpatient and inpatient medical records by physicians. Chart review, deliberations and actions taken as a result of reviews shall be documented. Discussions shall include thresholds for evaluation, collection of data, corrective action plan, communication of results and effectiveness of corrective action plans. Minutes of these meetings will be

made available to the Health Services Unit and to the Institutional Quality Assurance Staff within 10 days. Committee membership will include relevant contractor personnel and NJDOC representatives as designated by the NJDOC HSU Supervisor and the administrator of each facility. These meetings shall be conducted at least four times a year.

**a. Statewide Continuous Quality Improvement Committee**

The medical contractor shall appoint a New Jersey licensed physician to chair a Statewide Quality Improvement Committee. Committee membership shall include the Commissioner and/or a designee, NJDOC Director of Medical Services, Health Services Supervisor, and Contractor representatives from Nursing, Dentistry, Pharmacy, Mental Health, and Medical Records. This committee shall:

- i. Review the total health care operation
- ii. Analyze issues referred to it and/or identified through the QI process
- iii. Direct corrective actions and evaluate their effectiveness
- iv. Conduct annual reviews and approve all health care policies and procedures
- v. Document and report all activities in committee minutes

Contractor shall coordinate with NJDOC and mental health contractor to ensure that periodic meetings are held at least quarterly between the appropriate professional personnel and NJDOC employees to review significant issues and changes. These meetings will provide feedback relative to the Quality Improvement process so that any deficiencies and/or recommendations may be addressed.

**b. Performance Improvement Plan**

The contractor shall develop and /or maintain and implement a performance improvement plan that is designed to consistently improve the quality of services provided at correctional 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 so as to maximize the performance improvement process. This plan shall be consistent with N.J.A.C. requirements, the Inmate Health Care Contract, NJDOC policies, and NCCHC standards.

**c. Monthly Incident Review Report**

The contractor shall submit a monthly incident review to the administrator of each institution detailing all adverse incidents and any other Quality Improvement issues. A copy of this report shall be forwarded to the HSU Supervisor. The contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The contractor shall develop and implement plans to address/correct identified deficiencies.

**d. Cooperate with NJDOC Audits**

Additionally, the contractor must cooperate with and assist the NJDOC Director of Medical Services and heads of other disciplines who will be conducting the mandated annual medical audits and other periodic inquiries.

**3.1.11.2 Administrative Meetings**

**a. Contract Compliance Meetings**

Periodic meetings are scheduled regarding contractual issues. Participants of these meetings often include NJDOC, New Jersey Department of Treasury and the Deputy Attorneys General.

- i The contractor shall meet with the NJDOC as scheduled by the NJDOC for the purpose of resolving contractual issues, addressing audit issues and miscellaneous issues as necessary. Minutes shall be maintained by the NJDOC and distributed to relevant parties. These meetings will occur at least weekly during the transitional period, but never less than monthly.
- ii The contractor must meet with NJDOC, Health Services Unit Staff as scheduled and the facility administrator or his/her designee to discuss the provisions of health care services. Reviews of administrative and procedural issues may be discussed at this time. Minutes or summaries shall be maintained by NJDOC and distributed to attendees.

**b. Health Service Unit/ Contractor Meetings**

The contractor shall participate (at a minimum) in monthly meetings at each institution with institutional administrators and/or their designees and NJDOC administrative representatives to discuss health care services as per the NJDOC contractual, statutory and policy requirements as well as NCCHC Standards. The NJDOC Health Service Unit shall schedule meetings. Reviews of administrative and procedural issues may be discussed at this time. Minutes or summaries shall be maintained and distributed to attendees.

**3.1.11.3 Supplies and Equipment**

- a. Upon award, the contractor shall examine all NJDOC – owned medical equipment to be utilized and shall acknowledge in writing that equipment is in working order. If any equipment is not in working order, it must be reported to the NJDOC within 15 days of commencement of the contract. NJDOC shall respond within 15 days of the submission of itemized list, but is under no legal obligation to repair or replace. The contractor shall accept all NJDOC equipment as-is.
- b. The NJDOC shall be under no obligation to provide any additional equipment after the commencement date of this contract. In the event that the contractor shall provide additional equipment, the equipment shall remain the property of the NJDOC at the termination of the contract. All warranties shall be assigned to NJDOC.
- c. The contractor shall be responsible for all maintenance and repair costs associated with the medical and office equipment, including existing NJDOC equipment, as well as any new equipment purchased by the contractor. The contractor shall also be responsible for replacing any existing NJDOC equipment during the contract period. Equipment that the is no longer usable and the contractor does not feel needs replacement, must be brought to the attention of NJDOC Health Services Unit for determination. The contractor shall not lease equipment without prior approval of NJDOC.
- d. The contractor shall be responsible for procuring and stocking all medical, dental, pharmaceutical and office supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to NJDOC inventory at the termination of the contract.
- e. NJDOC will provide the contractor with office space, at facilities as designated by NJDOC and utilities to enable the contractor to perform its duties and obligations under the contract.

**f. Telephone devices**

In regards to all devices that use telephone lines, including telephones, faxes, modems and time clocks within any NJDOC facility: The contractor is responsible for all activation, installation and monthly charges associated with providing and maintaining its own voice, fax and modem telephone lines at each institution. Wherever possible full integration of vendor service into the NJDOC PBX systems is required to provide efficient communication between NJDOC, contractor and others.

- i. At ADTC, ACWYCF, BSP, EMCF, GSYCF, MSCF, MYCF, NJSP, NSP and SSCF, the contractor is responsible for purchasing and installing the appropriate quantity of Avaya

Definity G3 PBX System CO trunk card(s), digital and/or analog station card(s) and digital multi-line and /or analog (2500) telephone sets. The quantity of equipment needed will be based on the quantity of contractor staff at each site and will be determined by the contractor. The contractor will also be responsible for the activation, installation and monthly charges associated with the trunk lines.

- ii. At CRAF, EJSP, RFSP, SWSP and Satellite Units, the contractor is responsible for providing and installing its own telephone lines and equipment. The NJDOC will provide fully restricted institutional extensions for internal communications. The quantity of outside lines and equipment is to be determined by the contractor. The NJDOC will determine the quantity of internal extensions and stations.
- iii. All contractor telephone service must be in accordance with established security practices at the institutions.
- iv. The contractor may re-use existing cabling and wiring facilities, if available. It will be the contractor's responsibility to install additional cable and wiring at facilities if needed for their telephone service. All cable and wiring must meet NJDOC security requirements.

#### **3.1.11.4 Hazardous Waste**

Infectious Waste Disposal - The contractor shall be responsible for appropriate State licensure, collection, storage, and removal of medical waste and sharps containers in accordance with State and federal regulations. (N.J.A.C. 7:26-3A.1) promulgated pursuant to the authority of the Solid Waste Management Act, N.J.S.A. 13:1E-48.1. The contractor shall be responsible for the cost of registration, removal and disposal of medical waste, including all related supplies. The contractor shall notify NJDOC of its means for compliance and shall submit copies of all related documents to the HSU Supervisor.

#### **3.1.11.5 Transportation by Contractor**

The contractor shall schedule and coordinate transportation of inmates for medical services through NJDOC Central Transportation. Contractor will pay for transportation and custody costs. A document titled "NJDOC Transport Costs" will be available in the Document Review Room - Appendix F. Contractor shall arrange and pay for ambulance transportation and wheelchair transportation when NJDOC wheelchair vans are not available. NJDOC update on the availability of wheelchair vans will be available at the Bidders Conference. Medical staff shall be responsible for reviewing daily movement sheets to determine if any inmates awaiting medical services have experienced an intrainstitutional or interinstitutional change in location. When applicable, staff shall notify Central Transportation and/or the receiving institution to eliminate or minimize any delay in medical attention.

#### **3.1.11.6 Community Release Housing**

The contractor shall cover work release inmates until they secure employment with full health benefits and/or Workers' Compensation. Work release inmates must utilize employer health benefits programs if and when available. However, the final health care responsibility belongs to the contractor.

The NJDOC contracts with 23 halfway houses, which accommodate approximately 2700 inmates. (These inmates are included in the institutional counts). One of these houses provides services to inmates with confirmed HIV+/AIDS. There are two halfway houses, Bo Robinson House and Talbot Hall, that provide medical care on site and are not included in the scope of this RFP. Excepting Talbot Hall and Bo Robinson House, the contractor is responsible for providing medical care to this population in the regional NJDOC institutions. The contractor shall coordinate services with other contracted medical providers (if applicable) who are involved in the medical care of residents of a community release program. See Appendix G for information on residential community release programs.



### **3.1.11.7 Disaster Plan**

The contractor shall develop procedures for the creation of a disaster plan in the event of a man-made or natural disaster, internal or external disaster, disturbance or riot. Each facility must have a site-specific plan and the plan shall be coordinated with the security plan and made known to all personnel. The plan must incorporate the ability to perform necessary emergency medical procedures, up to and including intubation and/or emergency airway management. The plan must account for extraordinary demands upon staff such as the possible recall of staff to the institution, safety and security of patient and staff areas, use of emergency equipment and supplies, establishment of triage areas and procedures, evacuation procedures and stocking of emergency supplies and equipment. Review of the health aspects of the disaster plan must be part of the initial orientation of new personnel. The plan shall be drilled annually, on all shifts.

### **3.1.11.8 Utilization Review**

The Contractor shall provide a utilization review program that shall be system-wide. It shall review all outside consults and inpatient services for not only State inmates confined in NJDOC institutions but also for State inmates confined in county jails. The Utilization Coordinator shall be based in New Jersey at the contractor's central office or at SFMC.

### **3.1.11.9 Inmate/Other Grievances/Complaints**

- a. The Contractor must provide timely investigation and reports within seven days for all complaints and inquiries not only at the institutional level, but for those received from various sources by the Commissioner and other administrative offices of NJDOC.
- b. The contractor shall maintain monthly statistics of all inmate grievances filed at each institution, i.e., those with and without merit.
- c. The contractor shall provide the institutional Quality Assurance staff member with a copy of each grievance/complaint, as well as documentation of the efforts to resolve the matter. Copies shall also be sent to the complainant (except when the complainant is not the inmate and confidential material is involved) and filed in the inmate medical record. NJDOC shall reserve the right to review any inmate complaint and review the contractor's actions.
- d. The contractor must implement NJDOC recommendations in disputed cases. No additional costs will be paid by the State to the contractor in such cases.

### **3.1.11.10 Medical Records**

Medical records, both EMR and the medical reference file, shall be maintained in accordance with established NJDOC policy. The contractor shall ensure that all services are properly recorded in the appropriate inmates' medical records in such manner as to satisfy applicable requirements of governmental and accrediting agencies including the NCCHC. All medical records staffing and supplies are the responsibility of the contractor.

#### **a. Official NJDOC Medical/Dental/Mental Health Record**

The NJDOC currently utilizes the Logician® electronic data base system (EMR) as the official NJDOC medical/dental/mental health record. There is additionally a medical reference file on each inmate in NJDOC.

Logician® is a Health Level 7 electronic data base system. The contractor shall ensure that its equipment, and the equipment of any subcontractor inputting data into the medical database, is compatible with the EMR.

**b. EMR**

The Contractor shall cooperate with any upgrading of the EMR applications as well as maintenance of the program. The contractor will provide administrative and user level representation and participation at the NJDOC EMR CQI Committee for the purpose of Statewide EMR support.

**i. Formulary**

The contractor shall submit a copy of the formulary initially and quarterly updates in a standard spreadsheet format using Drug Description Identification Code (DDID) codes through the Health Services Unit. It will then be submitted to the EMR application custodian for updating the EMR formulary.

**ii. Documentation**

The contractor shall ensure that qualified health care staff documents all health care encounters on the appropriate EMR forms (as instructed in the Workflow Manuals). The NJDOC will make every effort to provide access to the EMR at the point of service, but this will not always be possible. The contractor is responsible to input all encounters in the EMR even if it is after the encounter has occurred if the patient is cared for in an area without a terminal.

**iii. Training**

The contractor shall train all of its personnel upon hire and on an ongoing basis, in order to keep all EMR skills sharp and to keep staff apprised of any updating of the EMR. Contractor must ensure that all training is documented and approved by NJDOC. The contractor personnel must comply with NJDOC policies on computer use in areas such as confidentiality, levels of access, and individual security codes.

**iv. EMR Interfaces**

- i. The EMR charts are created whenever a new inmate is brought into the NJDOC system through an interface with the NJDOC Inmate Management System. The contractor through the Inmate Management System shall maintain scheduling of inmates for internal appointments such as sick call.
- ii. There is a current interface with LabCorp whereby all laboratory results are directly downloaded into the EMR. The contractor is required to maintain this relationship with LabCorp or to develop another interface, subject to NJDOC approval, with another laboratory. The contractor shall bear all cost involved in transferring the right to use this interface with the current laboratory or in the establishment of an interface with an alternate laboratory. All laboratories will be equipped to transmit data electronically into the NJDOC inmate medical database. This will require Health Level 7 compatibility (see attachment).
- iii. Additional interfaces are currently being explored to include hospital discharge summaries and specialty consult reports. The contractor is required to cooperate in the continued usage of these interfaces as developed.
- iv. The bidder may present offers to interface at it's own cost additional ancillary services such as radiology readings.

**c. EMR Security Requirements**

The contractor shall comply with the NJDOC Office of Information Technology (OIT) policy on microcomputer security. The contractor shall submit OIT access forms to the Health Services Unit for all new employees at the same time that credentials and security clearance forms are submitted.

**d. 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. EMR users are warned several days in advance of any scheduled downtime. The contractor must keep sufficient supplies of downtime forms available for all scheduled and unscheduled down time. The contractor must use these authorized downtime forms to record all clinical encounters. Further the contractor must enter all data into the EMR when the system comes back up. There must be a site by site plan of action in the event of unscheduled downtime.

**e. Medical reference file**

- i. A medical reference file will also be kept on each inmate. In addition to documenting in the EMR as required, the contractor shall ensure that accurate, comprehensive, legible records (with legible, dated, and timed signatures accompanied by a name stamp) are kept on each inmate under its care. All documents that require patient signatures, copies of reports of outside hospitalization, outside consultations, and emergency room visits shall be returned to the institution for inclusion in the medical reference file. All documents are to be filed, in the medical reference file in a timely manner and their existence in this file must be documented in the EMR.
- ii. The contractor shall utilize NJDOC forms and medical reference file jackets and may supplement the record system with its others if instituted system-wide and if submitted to and approved by NJDOC. 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.

**f. Confidentiality and Informed Consent**

Records shall remain confidential. The contractor shall ensure specific compliance with NJDOC administrative regulations regarding confidentiality, informed consent, and medicolegal access/disclosure (N.J.A.C. 10A: 22).

**g. Record Retention and Record Copying**

The contractor shall comply with NJDOC policies regarding the transfer, release and retention of health records. The contractor shall be responsible for all duplication costs incurred. The institutional administration and/or litigation coordinator, shall determine if the requesting party (inmate or non-inmate) is to be charged for the copies, and shall approve any release of inmate medical records. All medical records both electronic and paper are and shall at all times remain the property of the State.

**h. Ownership of the Record**

All medical records prepared by the contractor are the sole property of the NJDOC. The contractor shall be the custodian of all medical records. At the expiration or termination of this Agreement, the custody of such medical records shall be transferred to the NJDOC. During the term of this agreement, the NJDOC's designated representatives shall have access to all medical records in accordance with established NJDOC protocols. All medical records both electronic and paper are and shall at all times remain the property of the State of New Jersey.

**i. Records for Discharged Inmates**

Medical records for discharged patients shall be forwarded to the NJDOC archives according to established NJDOC policies and procedures.

**j. Record Access after Termination of Contract**

Upon the expiration or termination of this agreement, the contractor shall continue to have access to the medical records for any reasonable purpose, including without limitation, preparation for any litigation.

**3.1.11.11 Research**

The conditions under which the research shall be conducted shall be as described in N.J.A.C. 10A: 16-2.20 and 10A: 16.5. Research shall be agreed upon by the contractor and the NJDOC and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of the research project shall be obtained prior to the inmate's participation as a subject.

**3.1.11.12 Policy Development and Procedures**

There are uniform health care policies and procedures for the NJDOC. The contractor will abide by the existing health care policies until reviewed and updated. Contractor will cooperate in the review and update of all health care policies as needed. Contractor shall within ninety days of the Commencement Date develop uniform policies and procedures for all institutions that are designed to meet the individual needs of the site as well as NCCHC standards and existing NJDOC policies. All proposed policies are subject to the final approval of NJDOC.

**3.1.11.13 Exclusions**

**a. Service Exclusions**

The contractor shall be under no obligation to provide or pay for the following types of services:

- i. Cosmetic surgery
- ii. Gender reassignment surgery (sex change)
- iii. Elective vasectomy
- iv. Tubal ligation
- v. Newborn care
- vi. Contraceptive devices and medications for contraceptive purposes
- vii. Pharmaceuticals for any care covered in points (a) through (f) of this section

Nothing contained in this section shall prevent the conduct of clinical drug trials as indicated in Paragraphs 38-40 of the Roe v. Fauver consent decree. This document will be available in the Document Review Room -Appendix C.

**b. Inmates Excluded from Coverage**

- i. Inmates on escape status shall not be covered under this agreement during the escape period and prior to their return to NJDOC custody. Once inmate is returned to NJDOC custody all conditions pre-existing and those developed during escape status will be covered under the terms of this contract.
- ii. State inmates shall not be covered during their first 15 days post-sentencing if they remain in county custody during that time. State inmates on remand to another jurisdiction shall be the responsibility of that jurisdiction.

### 3.1.11.14 Standards and Accreditation

All NJDOC are currently NCCHC accredited. The contractor is required to maintain accreditation status.

- a. All medical services shall be provided according to medically accepted standards of care. The contractor is required to obtain and or maintain National Commission on Correctional Health Care NCCHC accreditation for all of the facilities in the NJDOC.
- b. The contractor shall ensure that all NJDOC facilities maintain NCCHC accreditation without any lapse. If at the inception of the contract any facility is not accredited, the contractor shall obtain accreditation within 24 months of that time.
  - c. **Accreditation Status Reports**
    - ii. **Time Table**

The contractor shall provide a timetable in its transition plan delineating a schedule for accreditation and reaccreditation of all facilities within 24 months from contract inception. Monthly updates of accreditation status are required
    - iii. **Accreditation Expenses**

The contractor shall be responsible for payment of all NCCHC accreditation costs for all facilities, including application and renewal fees. The medical contractor will assume 70% of these costs whereas the mental health contractor will assume 30%. The NJDOC will assume all costs relating to structural deficiencies that impede NCCHC accreditation. After receiving the survey report, the NJDOC will review any cited structural deficiencies and may, at its discretion, decline accreditation at specific facilities due to cost to fix such structural deficiencies.
    - d. **Physical Plant Improvements**

After receiving the survey report, the NJDOC will review any cited structural deficiencies and may, at its discretion, decline accreditation at specific facilities due to cost to fix such structural deficiencies. In such cases, the accreditation surveys are still required, with the expectation that those standards within the control of the medical contractor will be met.
  - e. **Failure to Maintain Accredited Status**

Failure to obtain or maintain required accreditation status shall result in an adjustment to compensation as indicated in the Adjustment to Compensation Manual.

### 3.1.12 Reports and Data

#### 3.1.12.1 Utilization and Administrative Reports –

The contractor will provide periodic reports to the NJDOC Health Services Unit concerning utilization and administration of the program as set forth herein. Prior to the commencement date, the contractor shall submit the forms and format for said periodic reports for approval by the Health Services Unit. Any changes in the forms and format for said periodic reports are subject to the approval of the Health Services Unit. The contractor will submit to the Supervisor of Health Services Unit (or other specified sites) the following reports within the allotted timeframes. All reports submitted within the same timeframe must be provided electronically and physically, in a three- ring binder.

#### 3.1.12.2 Daily –

##### a. Employee Database

Initially, the contractor will provide NJDOC HSU with an “Initial Download” of the “Employee Database” in a standard file format of employees assigned to NJDOC facilities. Subsequently, the contractor will provide a daily download in standard file format of any additions, changes or deletions to the employee data.

**b. Hospital Utilization**

Hospitalization of NJ State inmates outside of SFMC will be reported to NJDOC HSU and the institutional administration on a daily basis via an e-mail roster. Further information is provided in 3.5.4.b of this RFP.

**3.1.12.3 Weekly**

Co-Pay reports generated by contractor staff via EMR will be submitted to the institutional Business Office on a weekly basis. This report does not need to be submitted to NJDOC HSU.

**3.1.12.4 Monthly - Monthly Time Reports**

**a. Time Report by Facility**

The contractor shall provide monthly time reports in conjunction with payroll information for each facility, summarizing for each facility and the aggregate of all facilities, total hours worked, total hours paid, total hours required by the approved Matrix and the variance between hours worked and contract hours required.

**b. Time Report by Job Category**

The contractor shall provide a monthly report summarizing for each job category, the aggregate of total hours worked, total hours paid, total hours required by the approved Matrix and the variance between hours worked and contract hours required. This report shall include all unstaffed positions for each week.

**c. Time Report Requirements**

The reports shall set out the work time scheduled for each position set forth in Appendix B along with the actual hours worked and the benefit hours credited by the contractor. Each report shall note the variance as the difference between actual hours worked and contract hours required according to the approved site-staffing matrix. The reporting requirement applies to all personnel including independent contractors and subcontractors of the contractor. The contractor shall provide monthly time reports to the facility QA and the HSU Supervisor. Time reports for each individual contractor employee, independent contractor or subcontractor shall be available to the Health Services Unit, as needed demonstrating daily, weekly, monthly or annual hours worked and benefit hours credited by the contractor.

All contractor and sub-contractor staff may utilize an automated time clock system at each facility and record time worked in a manner consistent with NJDOC requirements and in a manner consistent with acceptable auditing standards.

The contractor will submit to the Supervisor of the Health Services Unit payroll hours covering all Personnel and subcontractors for all facilities in the monthly report.

**d. Position Control and Vacancy Reports**

The contractor shall provide monthly reports detailing the staffing categories, position authorization numbers coded to the facility for each staffing category, FTEs and hours for each category, and the full name of the incumbent. The contractor shall provide the start and termination dates for all employees for the month reported on. The reports shall display such data, in order, by day, evening and night shifts. The reporting requirement applies to all personnel, including independent contractors and subcontractors of the contractor. The reports shall demonstrate position changes within each staffing category from one calendar month period to the next calendar month period. Should the NJDOC and the contractor agree to staff changes during the term of this agreement, both the present and the former positions shall be noted

on the reports. The reports shall be submitted to the NJDOC's Health Services Unit by the tenth calendar day of the following month.

**e. Off-Site Medical Trip and Referral Reports**

The contractor shall prepare monthly medical and hospital trip reports to the Health Services Unit. This report shall include all off site medical and hospital trips including those scheduled, pending and completed. For all completed trips the contractor will provide a report including the inmate's name, date of trip, time, destination and method of transportation, i.e. NJDOC Central Transportation or institutional transportation.

**f. Specialty Consult Status Report**

The contractor shall provide to the NJDOC monthly reports of all referrals for specialty care, including the status of canceled or postponed visits. This report will include name, number, date of request, specialty service or diagnostic test, approval status, date completed.

**g. Special Needs Lists**

**h. Nursing Pool Utilization Adjustment Reports**

The contractor shall provide the NJDOC's Health Services Unit monthly reports detailing the contractors' utilization of agency or temporary nursing personnel.

**i. Monthly Indicator Statistical and Narrative Summary Reports**

- i. The contractor's on site Health Administrator shall submit the required monthly statistical report, approved by Health Services Unit, to the Institutional Administration, the NJDOC's Supervisor of Quality Assurance and the Quality Assurance staff member assigned to the facility.
- ii. Such report shall contain data, statistics, and information as listed in NJAC 10A:16, plus additional information determined useful to the contractor's Health Services Administrator in managing the health services for the facility and to the NJDOC's Quality Assurance team in measuring contract compliance. A listing of all deaths will accompany this report and will include name, number, date of death, place of death, and cause of death. A copy of this report will be sent to the contractor's central office and submitted to the Health Services Unit with their utilization and administrative reports.

**j. Computerized Drug Utilization Reports**

The contractor shall provide the NJDOC Health Services Unit monthly-computerized drug utilization reports described in Section 3.17.1.n.

**k. In-Service Training Reports**

The contractor shall provide monthly reports to the Health Services Unit Supervisor documenting in-service training provided to personnel. These reports shall include a copy of the sign in sheets for each in-service held during the month. Each sign in log shall offer the names and titles of attendees, as well as the date, time and place of the in-services, a description of topics covered and finally the signature of all attendees with a comment field where the trainee evaluates the session. A copy of the sign in logs shall also be placed in the employee's personnel record on site.

**l. Continuous Quality Improvement Reports**

The contractor shall provide the minutes of each institutional CQI Meeting to the NJDOC Institutional Administrator, and quality assurance. The contractor shall also submit a monthly incident review to the

Institutional Administrator detailing all adverse incidents and any other CQI issues. A copy of these reports shall also be forwarded to the Health Services Unit Supervisor.

**m. On-Call Schedule**

The contractor shall provide NJDOC HSU Supervisor, each Institutional Administration and each facility QA Staff person with the monthly on-call schedules of the appropriate Administrative and Clinical Staff in advance of the first day of each month. NJDOC Central Communications shall also be furnished with a copy of the on-call schedule.

**n. HIV/AIDS Reports**

The contractor shall submit monthly HIV testing reports to NJDOC HSU including testing volume and aggregate positive and negative results by facility. The contractor shall maintain and submit to HSU monthly, up to date confidential list of all known HIV class members including CDC-AIDS classification. The contractor shall submit monthly, by facility, the number of class members on HIV/AIDS medications and type of medications prescribed.

**3.1.12.5 Quarterly**

a. There is a recording and reporting requirement for each institutional Medical NJDOC facility using the NJDHSS TB 46 (TB Programs Form and TB Testing Survey Results). A copy of this form will be available in the Documents room. Form is sent to NJDHSS monthly, but contractor is required to send them to HSU quarterly.

b. The contractor must submit a copy of the formulary initially as well as quarterly updates in a standard spreadsheet format using DDID Codes. This will be submitted to the NJDOC HSU. Further information is provided in section 3.31.2.a of this RFP.

c. Litigation reports detailing the allegations of all new legal actions against the contractor and the State for which Contractor has indemnified and defended NJDOC pursuant to the terms of this contract. This report shall also outline, the status of all unresolved cases and the outcome of all cases resolved since the last litigation report and will be submitted to the NJDOC HSU Supervisor on a quarterly basis.

d. The contractor shall provide to the Health Services Unit Supervisor periodic reports, at least quarterly, detailing the status of NCCHC schedules of visits, accreditation maintenance, and corrective plans. The contractor shall also provide to the Health Services Unit Supervisor reports as requested from time to time detailing the progress toward achieving any other accreditation sought by the NJDOC.

**3.1.12.6 Semi-Annual**

The contractor is to hold a Pharmacy & Therapeutic Committee a minimum of two times per year. Minutes of such meeting are to be submitted to the NJDOC Director of Pharmacy Services and the NJDOC Director of Medical Services no later than 10 working days after the meeting.

**3.1.12.7 Annual**

a. The contractor shall provide annually to the NJDOC HSU Supervisor, a report describing the compensation and benefits to personnel. This shall include the hourly rates of compensation for each category of personnel including independent contractors.



- b. An Annual Management Plan, including contractors short and long range plans, shall be submitted to the NJDOC HSU Supervisor on the anniversary of the contract commencement date. Quarterly progress reports are required on the status of relevant items in process.

### **3.1.12.8 Other**

#### **a. Reportable Diseases**

Requirements for reporting diseases to the NJDHSS and other administrative agencies are identified in NJAC Chapter 8, Title 57. A copy of this will be available in the Document Review Room - Appendix D.

#### **b. Regulatory Agency Reports**

All citations, from outside regulatory agencies shall be reported to the Supervisor of Health Services upon occurrence. These agencies include, but are not limited to OSHA, any federal or State of New Jersey NJDOC or regulatory agency.

### **3.1.12.9 Prison Records**

Contractor staff will have access to inmate prison records on a need-to-know basis. Unless otherwise determined by the NJDOC Institutional Administrator, they will not have access to NJDOC investigative reports, except for such reports generated and provided by the NJDOC for the purpose of quality assurance and risk management.

The provisions of this section shall survive the expiration or termination of this agreement.

### **3.1.12.10 Confidentiality**

In performing its obligations under the contract, including, but not limited to, its reporting obligations under Section 3.37, the contractor shall comply with all confidentiality provisions applicable to inmate medical records. 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 may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of medical records, the contractor may redact inmate medical records to delete identifying information in connection with submission of such reports, except for submission of reports to the NJDOC. In addition, the contractor shall comply with the confidentiality provisions set forth in NJAC 10A: 16-2.1A and 10A: 22-2.

### **3.1.13 General NJDOC Contractor Support**

- a. NJDOC will provide the contractor with office space, facilities as designated by NJDOC, and utilities to enable the contractor to perform its obligations and duties under the contract. Regarding telephone lines and equipment See Section 3.1.11.3 of this RFP.
- b. The contractor may use current existing NJDOC equipment and supplies already in place at the designated institutions. The contractor will accept such equipment as-is at the commencement of contract and shall be responsible for maintenance, repair, supplies and replacement when necessary.
- c. NJDOC will provide security staff for off-site supervision and most transportation (except for emergency care transportation of inmates for medical services as described in Emergency Care Section. The contractor shall reimburse NJDOC for the hourly salary plus benefits for officers assigned to transport and supervise inmates to medical visits and procedures that are not conducted as scheduled.

d. security staff for off-site supervision and transportation of inmates for medical services are provided at centralized locations (NJSP, SWSP, and SFMC). The contractor shall reimburse NJDOC for the hourly salary plus benefits for officers assigned to transport inmates on emergency medical trips and to medical visits and procedures that are not performed at the approved locations as mentioned above. Additionally, NJDOC has a limited capacity (i.e. wheelchair lifts, etc.). The contractor shall also provide coach services that exceed present NJDOC capabilities.

e. provide the appropriate level of security as determined by the administrator of the institution for the clinic/infirmarary area and for the hospitals.

f. provide housekeeping, house cleaning and laundry services as currently provided at each institution.

**3. Mental Health Services, Security Threat Group Management Unit and Special Offender Treatment Services**

**3.1 Mental Health Personnel, Staffing and Schedule Requirements**

a. The contractor is responsible to NJDOC for all aspects of inmate mental health care as outlined in this RFP.

b. If any contract are subcontracted, the contractor maintains full direct responsibility for all aspects of any subcontracting or consulting individuals, companies or agencies.

c. Approval of all subcontractors by NJDOC and the Department of the Treasury is required.

d. The contractor shall provide three copies of all agreements between the contractor and its consultants.

e. The contractor shall not enter into any agreements that are in conflict with the terms of this RFP.

f. The contractor shall identify, for each major institution, a responsible mental health authority to be responsible for mental health care delivery at that site, whether performed directly by the contractor or through arrangements with a subcontractor or consultant. That responsible mental health authority shall have a minimum a licensed clinical psychologist.

**3.2 Hours required on-site**

a. All staff shall be spent on-site at an institution, except as is otherwise expressly agreed to by the Staffing Review Committee and the contractor. Institution staffing work schedules shall be determined only upon prior written agreement by Health Services and the contractor. Training sessions exceeding five days during one week or in excess of 40 hours per calendar year must be approved by the Project Manager.

b. All institutional staff shall be on-site for at least 40 hours per week. A 40 hour, on-site week work schedule and an additional meal period for each shift, which is not included in the work schedule.

c. The contractor shall outline hours required on site for clinical purposes. If clinicians are shared across institutions, only their on-site hours are counted toward the requirements of the staffing plan.

### **3.2.1.2 Timekeeping System**

All contracted employees are required to check in and out on the NJDOC time clock system when arriving or departing from the NJDOC facilities. The contractor may implement an automated time clock system for payroll purposes subject to the approval of the NJDOC.

### **3.2.1.3 Employee Database**

The Contractor shall be required to provide the NJDOC with an initial download in a standard file format of employees assigned to NJDOC facilities. Subsequently, the vendor will provide a daily download in standard file format of any additions changes or deletions to the employee data. This information must include, but will not be limited to, employee name, badge number, discipline. All employees will also be identified, as a mental health special needs employee (CF staff) or a non-CF staff.

### **3.2.1.4 Statewide Staffing Requirements**

The Contractor shall comply with the NJDOC established minimum staffing requirements set forth in Appendix B. All replacement personnel shall be subject to NJDOC administrative approval through the NJDOC Staffing Review Committee. The New Jersey Department of the Treasury must approve all changes in subcontractors.

### **3.2.1.5 Local Corporate Office Location and Staffing Requirements**

#### **a. Staffing:**

Corporate staffing shall include, at a minimum, the following FTE positions and program functions:

One FTE Statewide Program Director

One FTE Mental Health Director

#### **b. Location:**

The Contractor shall establish and maintain a corporate office in Mercer County. This office will also maintain a local Trenton telephone number or toll free phone number that will be available to the NJDOC for the purpose of conducting business. This office shall be open for conducting business-daily (Monday through Friday). The office will be staffed between 8 am to 5 pm with backup on call professional service available during closed hours. The on call schedule shall be kept current and response time shall be within a 30 minute time period. After hours and weekend coverage shall be offered by corporate office as well as by the facility based professionals.

### **3.2.1.6 Identify Key Providers and Management**

The Contractor will identify and provide in its proposal the names, resumes, curriculum vitae and letters of intent to accept employment for all of its potential Mental Health Administrators, and Statewide Administrators. The contractor shall provide the names of the key providers and management personnel in its staffing grid.

#### **a. Statewide Program Director –**

Within 15 days of the award date, the contractor shall, with the approval of the Health Services Unit Supervisor, appoint a Statewide Program Director to function as the overall administrative manager for this program. If sections of this contract are awarded separately, a Program Director is to be appointed for each section. (I.e. Medical Services and Mental Health Services)

#### **b. Statewide Mental Health Director –**

Contractor shall appoint with the approval of the Health Services Supervisor, a New Jersey licensed Psychiatrist or Psychologist as the Statewide Mental Health Director.

### **3.2.1.7 Per Diem Pool**

In addition to the contractor's full time and part time professional staff, it is required to maintain a per diem pool. Statewide, the contractor shall maintain a per diem pool of mental health and sex offender specialist professionals whose credentials and security clearances have been properly submitted and cleared by NJDOC (professional and security clearances). This pool shall be used to fulfill the minimum daily staffing requirements. All per diem staff are to have undergone NJDOC orientation and are to be trained in the use of the NJDOC electronic medical records, as well as having received a brief on-site orientation for any site assigned, prior to the commencement of duty at each site.

### **3.2.1.8 Staffing Matrix**

Minimum staffing requirements as outlined in Appendix B are to be established with the commencement of the contract. Deviation from the contract matrix will result in adjustments to compensation as set forth in section 5.17

Replacements for usage of benefit hours or vacancy will be managed in the following manner. Personnel of the same or higher discipline or profession will replace psychologists, licensed clinical social workers and occupational therapists. These hours may be provided by overtime-additional hours for part-time staff, or by PRN coverage. Replacement hours must be provided on the same shift on the same day as the hours originally scheduled to be provided.

The staffing matrix addresses only the minimum mandatory staffing requirements. The contractor is responsible to provide the staff necessary to meet all service elements and requirements of this contract, in addition to guaranteeing the staffing mandates.

### **3.2.1.9 Staffing Level Changes**

Any requests for staffing level adjustments (i.e. Shifting or reduction of staff) after the awarding of this contract must be submitted in writing to the NJDOC Health Services Unit. An NJDOC Staffing Review Committee will be designated by the NJDOC, and will decide all requests in a timely manner. The staffing review committees will always include NJDOC-HSU representatives as well as NJDOC facility administration representation. This Committee will also review any proposed down grading of professional staff level. Staffing level changes will only be permitted if approved by the Committee.

### **3.2.1.10 Translation and Bilingual Personnel Requirement**

Contractor shall ensure that a sufficient number of its personnel are bilingual in English and Spanish to meet the needs of the increasing Hispanic population of the NJDOC inmate population.

Contractor shall also provide foreign language and sign language translation/interpretation services to meet the needs of the inmate population. Interpreters will be certified and bonded.

Inmates cannot be used as interpreters. NJDOC employees may be used as interpreters in temporary emergency situations only. They are not to be utilized for this purpose on a regular basis.

### **3.2.1.11 Compensation and Benefits to Personnel**

Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions and benefits of employment or engagement, and for paying all compensation and other

benefits to the personnel. Hourly rates of compensation for each category of personnel, including independent contractors, shall be submitted in the bidder's proposal indicating salary projections for each year of the contract.

#### **3.2.1.12 Staff Meetings**

Contractor shall ensure that appropriate professional personnel attend all staff meetings as required by the mutual agreement of the Program Director and the Health Services Unit Supervisor. These meetings include but are not limited to, quality assurance, morbidity and mortality reviews, risk management, peer review and meetings pursuant to professional mental health rules. It is expected that these meetings will be more frequent during the startup period of the contract and will develop into a mutually agreed upon time schedule.

#### **3.2.1.13 Job and Post Descriptions**

Contractor shall have written job descriptions and post descriptions for each institution. Copies of job descriptions will be approved and kept on file in the NJDOC Health Services Unit.

#### **3.2.1.14 Responsibility of hiring and termination**

The contractor shall have the sole and exclusive right to hire and fire employees and terminate the subcontracts, except that the contractor shall not employ for the purposes of carrying out its obligations under this Contract, any person who is simultaneously employed by NJDOC or any agency thereof. See Section 3.2.3.2 NJDOC Screening of Mental Health Care Candidates.

#### **3.2.1.15 Denial of facility access**

NJDOC may deny entrance of any personnel to any or all of its facilities, provided that NJDOC shall notify the Program Director of such denial and the reasons as soon as reasonably practical. Contractor shall be responsible for filling the positions of any personnel prohibited from working at an NJDOC facility. See Section 3.2.3.3 Continued Employment for Mental Health Care Personnel.

#### **3.2.1.16 ID Badges returned**

All personnel who end their relationship with the contractor for any reason, and/or who will no longer be providing services under this Contract, shall be required to relinquish their ID cards to the Responsible Health Authority. The Responsible Health Authority is responsible for turning in all ID cards of such personnel on a monthly basis to the contractor central office. It is the responsibility of the contractor to return all relinquished ID cards to the NJDOC Health Services Unit on a monthly basis.

#### **3.2.1.17 Vendor Employee Meals**

Due to the secure nature of correctional facilities, it is often not acceptable for employees to bring food items inside the security perimeter. Refrigerated storage and outside dining space are often not available. In addition, movement in and out 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 institutionally based personnel of the health care contractor without cost to the contractor or to the employees of the contractor.

### **3.2.2 Requirements of Mental Health Care Personnel**

### **3.2.2.1 Training and orientation for Mental Health Care Personnel**

#### **a. In-Service Training**

Contractor shall provide appropriate monthly in-service education programs for its staff.

- i. The Contractor is to ensure that issues identified through the Continuous Quality Improvement Program are addressed in staff training on an ongoing basis.
- ii. All training will be documented as required in the Reports and Data section of this RFP.
- iii. Pursuant to the Roe v. Fauver consent decree all clinical professional staff must receive ongoing training relative to their professional specialty in the area of HIV/AIDS treatment.

#### **b. Personnel Training and Orientation**

##### **i. Orientation program outlined**

Contractor shall submit in its proposal to NJDOC a detailed description of its orientation program for all new personnel and provide copies of outlines or manuals in the appendix of its proposal. Contractor shall be responsible for ensuring that all new mental health care personnel are provided with orientation and appropriate training regarding mental health care practices on-site at the institution.

##### **ii. Orientation completion requirements**

All training, including EMR, is to be completed prior to the commencement of on-site duty, during start up and throughout this contract. Personnel shall be able to demonstrate EMR proficiency prior to receiving a photograph id. General orientation requirements will be outlined at the Bidders' Conference.

##### **iii. Orientation reporting**

Contractor shall maintain and submit to the institution New Jersey Department of Corrections Health Services Unit (NJDOC/HSU) Administrator a comprehensive list of personnel trained, and dates and status of retraining/updating on a monthly basis. The NJDOC/HSU may review this list as necessary.

##### **iv. NJDOC orientation requirements**

Orientation of mental health care staff to custody and other institutional operations will be the responsibility of the institution and NJDOC. All clinicians whether full time or part time must be trained prior to reporting for clinical duties. Additional information on NJDOC orientation requirements will be available at the Bidders Conference.

### **3.2.2.2 Application of NJDOC Rules for Mental Health Care Personnel**

#### **a. Responsibility for all personnel**

All personnel shall comply with current and future State, federal, and local laws and regulations, court orders, NJDOC rules, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the NJDOC, and the Institution, irrespective of past practices. Contractor shall comply with all applicable State laws for reporting incidents of alleged and/or suspected child abuse.

#### **b. Current court settlements**

The contract healthcare vendor is also obligated to carry out the relevant healthcare provisions of any existing, active, Consent Decrees or Settlement Agreements on behalf of NJDOC.

Below are listed the current active documents known to NJDOC of Corrections. The text of these documents is available in the Document Review Room - Appendix C.

Roe v. Fauver (AIDS Care-Statewide)

CF v. Terhune (Mental Health-Statewide)

Rouse v. Plantier (Diabetes Care-ADTC)

Lugo v. Middlesex et al (Assistance for the Hearing Impaired-Statewide)

**c. Not to compete or non-competition clauses**

Contractor is prohibited from entering into covenants Not To Compete or Non-Competition Clauses with either employees or independent contractors, or any party specifically related to the performance of any obligation required under this contract, which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with contractor" shall mean the entering into or attempting to enter any similar business with that carried on by contractor with any individual, partnership, corporation, or association that was or is the same or related business as is contractor.

**d. Security**

**i Contractor's responsibility –**

All contractor personnel will be expected to attend and complete an orientation prior to the commencement of duty, provided by NJDOC, which shall cover security issues. Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the NJDOC and the Facility, including sign-in logs or electronic time clocks, searches of person and property, etc. Violation of regulations may result in the employee being denied access to the Institution. In this event, the contractor shall provide alternate personnel to supply services, as described herein, subject to NJDOC approval.

**ii Entering Security Perimeters of NJDOC Facilities –**

All contracted staff (including administrative, clinical and clerical staff) will be given an NJDOC swipe card that they are to use to gain access into the security perimeter. Each time the staff members enter or exit the security perimeter they are to swipe their assigned card in the NJDOC terminal. NJDOC Policy on this subject is found in Appendix E.

**iii NJDOC responsibility –**

The NJDOC shall provide security for the contractor's employees and agents consistent with security provided to NJDOC employees.

**e. NJDOC Access to Mental Health Care Personnel Records**

Personnel files of all subcontractors and contract employees shall be on file at the appropriate institution and available on demand. The files shall be made available in the mental health department to the institutional superintendent or his/her designee. The NJDOC reserves the right to review upon demand any credentials obtained by the contractor and to conduct further investigation if necessary. These files shall include copies of current New Jersey licenses, proof of professional certification, resumes that include individual education and experience, liability insurance certificates, evaluations, training records, payroll records and position responsibilities.

**f. Media Releases and Publications**

The contractor shall not issue press or media releases, regarding the program, NJDOC, or the contract, except through the NJDOC Director of Public Affairs and the contractor's designated media coordinator. All publications and public presentations related to the NJDOC program or this contract must be cleared

through NJDOC.

### **3.2.2.3 Mental Health Care On Call**

#### **a. On call requirements –**

The contractor shall designate a psychologist on-call for each facility 24 hours per day, 7 days per week. In addition, the contractor shall provide all on-site Mental Health Administrators with a beeper or pager service so they may be contacted while off-site.

#### **b. On call response –**

The contractor shall respond to administrative and/or mental health problems within 30 minutes of paging and appropriate personnel shall return to the facility as necessary.

#### **c. On call schedule –**

Contractor shall provide NJDOC Central Communications and NJDOC Health Services Unit with monthly on-call schedules in advance of the first day of each month. NJDOC Central Communications shall be provided with current information regarding contact numbers of appropriate clinicians and administrative personnel.

### **3.2.2.4 Mental Health Care Callback to Duty**

Contractor shall make provisions for the callback of sufficient support staff to meet any lockdown, emergency or mass casualty situation that may arise. The contractor shall also make provisions for the callback for individual mental health emergencies so as to minimize outside referral and transportation.

### **3.2.3 Specific Personnel Qualifications for Mental Health Care Personnel**

#### **3.2.3.1 Personnel Eligibility –**

- a. The Contractor shall recruit and interview only candidates who are currently licensed or certified without restriction in the State of New Jersey, for those positions requiring such credentials to provide professional coverage for each Institution according to the specifications provided in the contractor's job descriptions. Licensure must be in accordance with N.J.A.C. 10A: 16-2.4 and 10A: 16-4.2 as well as all other professional licensing requirements applicable in the State of New Jersey.
- b. All psychologists and clinical social workers who are properly licensed in their disciplines will provide all mental health services. These individuals must also have relevant forensic experience. The contractor shall interview each candidate with a special focus on technical expertise, emotional stability and motivation.
- c. Prior to employment, all screened candidates will make an on-site visit to their assigned institution.

#### **3.2.3.2 NJDOC Screening of Mental Health Care Candidates**

NJDOC retains the ultimate right of approval/refusal of employment at a Facility or dismissal of an individual professional from working at any or all facilities. The Director of Psychological Services for the NJDOC or designee and institutional administrator will have the option to interview the institutional mental health administrator. The final selection of all employees or subcontractors for use at NJDOC Facilities shall be subject to approval of the NJDOC.



### **3.2.3.3 Continued Employment for Mental Health Care Personnel**

Initial and continued employment of staff and subcontractors shall be subject to approval of NJDOC, which reserves the right to instruct the contractor to prohibit any contractor's employees and/or independent subcontractors from performing any service with regard to this contract. The contractor will comply with such requests within fifteen (15) working days. If such action or activity may result in harm to an inmate/patient or if security may be compromised, as determined by NJDOC, compliance will be immediate. Contractor shall ensure that its staff complies with all terms of the contract specifications.

### **3.2.3.4 Terminated Mental Health Care Employees**

Contractor shall notify in writing and consult with the NJDOC Health Services Supervisor and Contract Monitor prior to discharging, removing, or failing to renew contracts of professional staff. All personnel who leave the employ of the contractor will relinquish their ID cards to the on site Responsible Mental Health Authority who shall submit all ID cards for that month to the contractor central office. On a monthly basis the contractors will provide NJDOC Health Services a report of all employees hired and/or terminated (left for any reason) for that month. The ID cards will be submitted at the time the report is submitted

### **3.2.3.5 Mental Health Care Staff Security Clearance**

- a. All personnel shall be subject to a background investigation conducted by the NJDOC to determine suitability for initial and/or continued employment. Prior to the commencement of on-site work, each member of contractor's staff, plus all subcontractors and consultants, shall obtain a NJDOC approved ID card.
- b. The contractor's corporate office shall submit an original signed Application for Employment and appropriate accompanying credentials and request for NJDOC computer usage to the Health Services Unit for each prospective employee.
- c. HSU will conduct a professional review and request a criminal background check from NJDOC Special Investigation Division. Candidates will be scheduled for fingerprinting and photographs. Identification Cards and time keeping cards will then be issued.
- d. Orientation process will be outlined during the bidder conference.
- e. Personnel will be required to wear their ID card at all times on NJDOC premises.

### **3.2.3.6 Mental Health Care Staff Licensure and Professional requirements**

The contractor shall ensure that all licensed personnel as required under the contract shall meet the requirements as set forth in N.J.A.C. 10A:16-2.4, 10A:16-4.2 and all other pertinent State licensing requirements. Contractor shall provide to its personnel any continuing education, on the job training and clinical instruction and supervision as deemed appropriate by the contractor. The NJDOC shall not bear financial responsibility for the cost of any required education.

#### **a. Psychologist –**

Each psychologist will have a valid/unrestricted New Jersey license and will have significant documented work experience in correctional and/or forensic psychology.

#### **b. Licensed Clinical Social Worker (LCSW)–**

Each licensed clinical social worker will have a valid/unrestricted New Jersey license and will have documented clinical experience in a correctional and/or forensic setting.

**c. Ancillary Treatment Personnel –**

All ancillary treatment staff will possess a valid/unrestricted New Jersey State Board licensure or certification in the area that their practice requires. (Occupational Therapists, Art Therapists)

**3.2.4 Mental Health Services to be Provided**

The contractor must provide all levels of mental health care and quality mental health services accessible to all inmates. This mental health delivery system shall provide care at each NJDOC facility and satellite units. Additionally, the contractor must provide a comprehensive mental health program that conforms to all the requirements as outlined in both NJAC 10A and the CF v. Terhune Settlement Agreement. This includes all inmates that are in NJDOC institutions and satellite units.

**a. Policy and Procedures**

All policies and procedures and forms developed are subject to prior approval by NJDOC.

**b. Use of the EMR**

Mental health data will be documented on the appropriate EMR encounter forms.

**c. Mental Health Program Hours Required**

Work hours for the mental health professionals shall be designed to adapt to the institution's needs, structure, schedule and conform to the CF v. Terhune Settlement Agreement. NJDOC requires the contractor to schedule mental health workers for the provision of mental health services during the workweek until 8 p.m. This allows continuous program flow and addresses workspace and treatment space.

**d. Mental Health Program components shall include but are not limited to:**

- i. Intake Mental Health assessments
- ii. Programming for a 160 bed specialized unit for inmates who have gang affiliations within the NJDOC (Security Threat Group Management Unit)
- iii. Training for DOC employees on mental health issues
- iv. Fitness for duty evaluations of Correction Officers
- v. Group Counseling- Available to all inmates appropriate for treatment and not limited to inmates with mental illness
- vi. Suicide Prevention program
- vii. Continuous Quality Improvement Plan
- viii. Release Planning for Mentally Ill and or Developmentally Disabled Offenders
- ix. A specialized treatment program for those adult inmates who have been designated by the courts as being repetitive and compulsive sex offenders
- x. Psychological evaluations for Classification Committee and inmate disciplinary-hearings.
- xi. Programming for Mental Health Inpatient Treatment Units
- xii. Ongoing training of other institutional staff on relevant mental health topics, as arranged by NJDOC.
- xiii. Meetings with NJDOC Director of Psychological Services and Quality Assurance staff as requested.
- xiv. Submission of monthly report
- xv. Annual Report Requirement-Contractor shall annually (on the anniversary of the contract commencement date) provide NJDOC with a comprehensive report, which details information regarding inmate participation, evaluation, and goals achieved by the program, as well as goals and objectives for the following year.
- xvi. Accommodations must be made to provide equivalent services for inmates with barriers to communication (non-English speaking, communication disorders, and physical impediments, etc.). This will apply to all inpatient and out patient services.

**d. Mental Health Administrative and Classification Requirements**

- a. Participation in Classification Committees and Release Committee meetings by a licensed Psychologist.
- b. Psychological evaluations for work detail suitability, to be completed within 30 days of referral and documented on the appropriate EMR encounter form.
- c. Prior to 180 days before an inmate's expiration of sentence, a psychological evaluation and risk assessment shall be performed as required by State statute and directed by the institution's Release Committee. These evaluations address the inmate's appropriateness for civil commitment upon the expiration of his/her sentence.
- d. Crisis intervention and timely referral to the facility administration of inmates who require more intensive care than is available at the institution. Appropriate recommendations for transfer to special housing units will be made.
- e. Provide psychological Status Evaluations for various reduced custody settings, and any other evaluations required by the Administration or Classification Committees. These may include but are not limited to Reduced Custody Evaluations, Administrative Segregation Evaluations, Protective Custody Evaluations, Management Control Unit evaluations. All evaluations shall be documented on the appropriate EMR encounter form.
- f. Psychological evaluations for classification of those inmates in halfway houses, and community-based programs will also be provided by the contractor, and documented in the EMR.
- g. Contractor shall ensure proper use of the electronic database by requiring all MH staff to document delivery of service completely and appropriately in the EMR.
- h. Maintenance of logs, reports, service delivery records, and monthly reports
- i. Participation in administrative meetings and Continuous Quality Improvement Program.
- j. Psychological Evaluations for "Megan's Law" cases, Category I Release cases and Sexually Violent Predators required in addition to any Pre Parole Psychological evaluations to address post-release psychiatric commitment.
- k. All inmates that are in Administrative Segregation require a psychological evaluation, every 60 days which is to be submitted to the SARC. NJDOC Classification Departments are responsible for generating the list of inmates that will need these psychological evaluations.

**e. Mental Health Clinical Requirements**

- i. Mental health treatment of emotionally unstable but non-committable inmates.
- ii. Case management for mentally ill and developmentally disabled inmates consisting of activities designed to facilitate necessary care and to monitor its impact.
- iii. Group and/or individual counseling sessions for those inmates identified as "Mental Health Special Needs" no less than two times per month.
- iv. Assessment of inmates who are referred for medication non-compliance, self-referred, and/or having difficulty coping with conditions of confinement (within 24 hours).
- v. Emergency/crisis intervention services to inmates with appropriate follow-up to medical/psychiatric services.
- vi. For inmates identified as Mental Health Special Needs, a mental health evaluation by a psychologist is required within 24 hours of placement of the mental health special needs inmate housed in Administrative Segregation or disciplinary confinement. A psychologist shall provide every tenth day a follow-up evaluation, thereafter. These evaluations are to be documented on the appropriate EMR encounter forms.
- vii. Inmates not identified as Mental Health Special Needs shall be seen by at least a LCSW within 3 days of placement into Administrative Segregation or disciplinary confinement. A follow-up evaluation every tenth day thereafter shall be provided by at least a LCSW. These evaluations are to be documented on the appropriate EMR encounter forms.

- viii. Clinical supervision of treatment staff, conducted on-site by a New Jersey licensed psychologist. Contractor will be responsible for documenting clinical supervision sessions and will produce proof of supervision to NJDOC as requested.
  - ix. There needs to be sufficient staff to be able to provide broad mental health services to the general population of inmates who may not suffer from a diagnosable mental illness (non-MH special needs inmates) but are in need of mental health support services.
  - x. Therapeutic services should include but are not limited to individual and group psychotherapy covering such topics as: crisis intervention, anger management techniques, sexual deviancy, relapse prevention, conflict resolution, addictions, Post Traumatic Stress Disorder (PTSD), victimization, and any other relevant therapeutic areas that would assist in the rehabilitation of the inmate population.
  - xi. Inmates who are experiencing difficulty with conditions of confinement or who are self referred to the contractor by staff must be seen within the same day of referral by mental health staff in order to assess the degree of concern.
  - xii. After-hours referrals to staff that involve inmates that are experiencing difficulty with conditions of confinement should be made to the on-call psychologist for appropriate follow up.
- f. Outpatient Mental Health Services Requirements for Special Needs Inmates in General Population**
- i. For those inmates housed in general population whose names are on the mental health special needs roster, outpatient mental health staffing ratios shall conform with the requirements of the CF v. Terhune Settlement Agreement.
  - ii. The terms of the CF v. Terhune Settlement Agreement require a minimum staffing requirement of at least one (1) FTE Psychologist or Licensed Clinical Social Worker: 50 inmates on MH special needs roster

**g. Outpatient Mental Health Services Requirements for Non- Special Needs Inmates in General Population**

The contractor must provide sufficient staff to make available broad mental health services to the general population of inmates who may not suffer from a diagnosable mental illness (non-special needs inmates) but are in need of mental health support services. Therapeutic services should include but are not limited to individual and group psychotherapy covering such topics as: crisis intervention, anger management techniques, sexual deviancy, relapse prevention, conflict resolution, addictions, PTSD, victimization, and any other relevant therapeutic areas that would assist in the rehabilitation of the inmate population.

**3.2.4.1 Informed Consent/Right to Refuse Treatment**

- a. To assure that the inmate receives the material facts about the nature, consequences and risks of the proposed treatment, examination or procedure and the alternatives to the same. A written informed consent will be obtained according to NJAC 10A: 16-5 and NJDOC Policy # 70.00.
- b. The LCSW or Psychologist initiating the Reception Psychological Evaluation shall have the inmate read and sign the "Inmate – Therapist Confidentiality" form (Form 520 – I) prior to initiation of the evaluation. The form is available in Spanish and other interpretive services are to be provided if necessary. The purpose of this form is to protect the privileged communications between mental health practitioners and inmates as well as identify the exceptions to this communication within the institutional setting. Completion of this process shall be noted in the EMR, then placed in the inmate's Medical Reference File with a copy sent to Classification for the Classification File.
- c. In every case in which the inmate, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to NJAC 10A: 16-5.3 and NJDOC Policy # 71.00.

### **3.2.4.2 Mental Health Care Admission Services – Intake and Transfer Requirements**

#### **a. Intake Sites**

Note: Most inmates entering the NJDOC will be initially processed at one of the reception centers. At the present time these are:

- v. Central Reception and Assignment Facility (Trenton) – most adult males
- vi. Edna Mahan Correctional Facility for Women (Clinton) – adult females
- vii. Adult Diagnostic and Treatment Center (Woodbridge) – male sex offenders
- viii. Capital Sentence Unit (New Jersey State Prison)

In exceptional cases where an inmate bypasses or is incompletely processed at a reception center, full intake services are to be performed at the assigned institution in accordance with the policies specified in this section.

#### **b. Brief Mental Health Screening**

As part of the Intake Screening, a brief Mental Health Screening is completed upon arrival, by the medical staff. During this screening, any 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 medical staff make an immediate referral to the Lead Psychologist. These referrals must be seen by mental health staff on the date of referral.

Inmates prescribed any psychotropic medications are at that time are also referred immediately to the Psychiatrist.

#### **c. Mental Health Reception Assessment**

A Mental Health Reception Assessment of all new arrivals shall be conducted in coordination with the comprehensive health appraisal done on intake, at all Reception Centers. The Mental Health Reception Assessment (Intake Mental Health Assessment) shall be conducted via a clinical interview by at least an LCSW or a NJ Licensed Psychologist within 72 hours of arriving into the reception facility.

It is imperative the assessor provide a comprehensive history of the inmate's mental health as well as the inmate's current level of functioning. Findings, including Mental Health History are documented on the EMR problem list. If the Inmate has no identified mental health problems, that information will be recorded in the EMR by clinician making performing intake. The inmate will be placed on the special needs list, if applicable.

The intake mental health assessment shall be documented on the appropriate EMR encounter form. This assessment shall be a structured mental health evaluation that will provide baseline information for treatment planning purposes. Referrals for emergent care, medication review or to rule out diagnostic impressions as indicated, are to be made at this time and documented in the EMR. This assessment shall include but is not limited to information concerning:

- a. Psychosocial history; psychiatric history including any hospitalizations; psychotropic medications past or present; past or present suicide intent or ideation; history of drug or alcohol abuse; history of any sex offenses or violent behavior
- b. Clinical signs of depression
- c. Estimated level of intellectual functioning
- d. History of special education placement; history of developmental disabilities; history of cerebral trauma/seizures

- e. Current adjustment to incarceration
- f. Treatment Issues**
- g. Recommendations as to further assessment for neurological, medical or other follow-up
- h. Special housing recommendations when appropriate
- i. Need for mental health intervention

**d. Psychological Evaluation**

Within the first six days of admission, while the inmate is in a reception facility, a Psychological Evaluation shall be completed of all inmates for their initial review before the Inter-Institutional Classification Committee. Much of the information provided in the intake mental health assessment (reception assessment) will serve as background information for the NJ Licensed Psychologist. This comprehensive psychological evaluation will include but is not limited to information from a clinical interview and the following:

- i. The scored and analyzed results of an objective personality measure such as MMPI-2 (Minnesota Multiphasic Personality Inventory), the MMCI or PAI by a Licensed Psychologist. Pertinent data obtained from the objective personality measure should be included in the report to classification. A properly trained contractor staff member shall conduct the administration of the objective personality measure (which may be administered in a group format).
- ii. A mental status evaluation and diagnosis
- iii. Identification of mental health special needs inmates and referrals to psychiatry, medical or other follow-up as needed
- iv. Recommendation of program needs, treatment needs (if mental health special needs inmate), special housing when appropriate
- v. Recommendations regarding the inmate's adjustment to incarceration
- vi. Psychological suitability for Gang Minimum, Full Minimum or Community Release Status.
- vii. The Bidder shall outline what instruments and procedures will be utilized to complete the comprehensive psychological evaluation required for the Classification Committee.
- viii. In the event the inmate is transferred to a parent institution before the 6 day period, then the psychological evaluation must be completed within 5 days of arrival to the parent institution.

**c. Comprehensive Mental Health Appraisal**

The requirement for the comprehensive mental health appraisal includes but not limited to the findings of the following:

- i. Brief Mental Health Screening
- ii. Mental Health Reception Assessment
- iii. Psychological Examination

The Comprehensive Mental Health Appraisal will provide treatment, program and housing recommendations, and will also alert the Classification Committee to recommendations for appropriate for custody status and treatment needs while incarcerated.

**d. Intrasystem Transfer Screening**

Within 24 hours of arrival, mental health clinicians will document chart review with appropriate follow-up and/or referrals also to be recorded on the appropriate EMR form. Inmates arriving new into a facility that are classified as MH Special Needs require an interview with a clinician within 72 hours of arrival at the facility.

### **3.2.4.3 Periodic and Miscellaneous Mental Health Appraisals**

#### **a. Mental Health Discharge Planning**

Contracted mental health staff is responsible for all aspects of mental health release planning for the inmate population. All discharge planning is to be documented in the EMR and is to include identification of individual needs, identification of sources of community care and actual scheduling of appointments with appropriate mental health providers.

Continuity of care for inmates being discharged from NJDOC is a sensitive issue of concern. Bidders are to prepare and submit written specifications in a Discharge and Planning Proposal for Inmates.

### **3.2.4.4 Sick Call and Daily Triaging of Mental Health Complaints**

- a. Inmate MR-007 forms (Health Services Request) will be deposited in locked boxes on each housing unit. The medical contractor shall collect them daily.
- b. All mental health requests will be triaged via face-to-face encounter between the inmate and an mental health professional (as appropriate) within 24 hours of the form being collected. On days that the mental health staff is not available to provide sick call, the sick call encounter will be performed by an RN, NP or physician. If not an emergency, follow up with the appropriate clinician will occur within 48 hours.
- c. All requests for mental health sick call will be referred to the on-call psychologist or psychiatrist for appropriate follow up, if the mental health staff is not on duty the day of the request.
- d. All documentation of the triage, examination and subsequent treatment will be entered into the EMR on the appropriate form. The original MR-007 shall be filed in the medical reference file.
- e. **Mental Health Co-Pay**  
There is no co-pay applicable for mental health care.

### **3.2.4.5 Infirmiry Services**

- a. At any facility where inmates are placed on constant or close watch and housed in the infirmary, those inmates will have infirmary medical services provided by the medical contractor. The mental health contractor will provide mental health care for these inmates.

#### **b. Padded Cells in the infirmary**

Some infirmaries in the NJDOC have padded cells that can be used for constant watch.

### **3.2.4.6 Palliative Care**

The medical contractor provides palliative/hospice care for the terminally ill inmates. This program at a minimum will be established at Edna Mahan Correctional Facility for Women and South Woods State Prison (for men). The mental health contractor is required to provide staff for training in mental health services for palliative care. Mental health services will include bereavement counseling and participation in Interdisciplinary Team dedicated to fulfill the physical, social, emotional, cognitive, and spiritual needs of the inmate with a terminal illness.

### **3.2.4.7 Telemedicine usage**

Telemedicine for certain applications may be proposed. The State reserves the right to evaluate of all proposals for Telemedicine. While the State's seeks to reduce the number of medical trips and outside physician referrals and visits, it will not seek a compromise to appropriate medical care. Bidders are encouraged to submit their plan proposal for providing Telemedicine application.

### **3.2.4.8 Off-Site or Specialty Care**

The mental health contractor will be responsible for a full and comprehensive range of mental health services to the inmates of NJDOC. Whenever possible these services shall occur on-site at NJDOC facilities.

#### **a. Security Concerns for Specialty Care**

For reasons of security, inmates are not to be informed in advance of the date of any scheduled off-site movement. Contractor shall ensure that its personnel understand and comply with this practice. Contractor shall remain sensitive to maximum-security considerations and coordinate usage of apparatus and prosthesis that may compromise security with NJDOC authorities.

#### **b. Responsibility for Cost of Specialty Care and Transportation**

The contractor as outlined in document titled "NJDOC Transport Costs" located in Appendix F available in the Document Review Room will pay for costs for transportation and security provided outside of the approved network. All outside referrals shall be coordinated with NJDOC for security arrangements and transportation arrangements are to be coordinated through NJDOC Central Transportation Unit.

#### **d. Ensuring Care is Completed**

Appropriate record keeping is required to ensure all care needed is ordered and received. Inmate movement may at times interfere with scheduled care. The mental health staff shall be responsible for reviewing daily movement sheets to determine if any inmates awaiting care have experienced an intrainstitutional or interinstitutional change in location. Measures are to be taken to communicate such changes and make arrangements for the necessary care to be delivered.

#### **e. Additional Costs of Outside Hospitalization**

If outside hospitalization is required, contractor will coordinate with NJDOC staff to arrange transportation and security coverage by correction officers. Transportation and custody coverage costs for community hospitalizations outside of SFMC and Ann Klein Forensic Hospital shall be the responsibility of the contractor as outlined in the NJDOC Transportation Costs document in Appendix F available in the Document Review Room.

### **3.2.4.9 Emergency Care**

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

### **3.2.4.10 Resolution of Mental Health Treatment Disputes**

The NJDOC Director of Psychological Services shall be the final authority in matters of disagreement with the contractor over the provision of mental health care. In the absence of the Director of Psychological Services, the Supervisor of Health Services will act as the final authority in matters of mental health treatment disputes.



#### **3.2.4.11 Inmates with Private Insurance**

**NJAC 11:4-50.1, NJSA 30:7E-1, and Public Law 1995 Chapter 254 authorize the State of New Jersey to seek reimbursement for health care services delivered to inmates who are covered under a health insurance plan. When an inmate is known to have health insurance, the contractor shall note the pertinent information prominently on the medical record. Subsequently, the contractor shall provide the institutional business office with the necessary details regarding any medical, dental, and/or mental health services rendered to the covered inmate on-site or off-site. The contractor shall assist in the preparation of claim forms and other paperwork related to the reimbursement process. If the inmate's health plan is of the managed care type, an institutional physician shall contact the insurer, within 14 days of assignment (or transfer) to a home institution, to arrange being designated as the primary care physician. All funds received, as a result of this process shall go to the State. The contractor shall not receive additional remuneration for this function.**

#### **3.2.4.12 Treatment**

The NJDOC is under a Consent Decree (Roe v. Fauver) relevant to the care and treatment of those individuals with HIV disease. The mental health contractor shall be responsible for providing mental health care to class members relative to their HIV disease as required under this consent decree. All aspects of this decree are to be followed in their entirety by the contractor. A copy of this decree is contained in Appendix C.

### **3.2.5 Specialized Mental Health Services to be Provided**

#### **3.2.5.1 NJDOC Employee Health Education Program**

Contractor is required to provide training to NJDOC employees in various relevant aspects of health education. Current training requirements include but are not limited to the following topics:

##### **Annual Training for Correctional Officers**

All Correction Officers and Supervisors will receive 4 hours of training on mental health issues to include 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 Inmates
- De-escalation of Critical Incidents
- Suicide Prevention

##### **a. Initial training for new NJDOC employees**

The initial training shall be conducted at the Correction Officers Training Academy (COTA) for all incoming officers, and at an institutional site to be determined by NJDOC. Contractor shall submit to NJDOC for approval their proposed curriculum, trainer credentials, and training schedule before initiating the training.

##### **b. Training credentials requirement for teaching at COTA**

Employees of the contractor or any subcontractor, who provide instruction at the Correction Officer Training Academy, shall apply for and receive certification from the Police Training Commission of the NJ Department of Law and Public Safety.

**c. Record Keeping for NJDOC Employee Mental Health Training**

Individual mental health training records of NJDOC employees are maintained, in a secure and confidential manner, in the Human Resource office of the institution. The contractor shall have access to these records as needed, and shall make all necessary entries to reflect education, testing, and treatment. Consolidated lists of such activities may be maintained separately for administrative and planning purposes, but this shall not be considered a substitute for entries in individual records.

**3.2.5.2 Suicide Prevention Program**

The Bidder will provide, in its proposal, a model program for suicide prevention and intervention that will incorporate existing administrative code guidelines (10A: 16-12.2 and 16-12.3). The program components shall include staff training for both DOC and contractor employees, identification of suicide risk through screening, monitoring, referral, evaluation, housing, effective communication with NJDOC employees, intervention, notification, reassessment following a crisis period, and the documentation of review and critical incident debriefing following a suicide or serious attempt.

**3.2.5.3 Crisis Intervention Program**

The Bidder will provide, in its proposal, a model program for crisis intervention strategies aimed at early identification of potential problems, and professional intervention.

**3.2.5.4 Special Mental Health Treatment Units**

The CF v. Terhune Settlement Agreement, requires the contractor to develop specialized treatment units for those inmates who are severely mentally ill and require specialized housing and programming other than that which is available in general population.

Special Program Unit Goal. The goal of this initiative is to provide intensive mental health treatment to mentally ill offenders so that they can be stabilized and returned to general population housing where they can receive the supportive therapeutic services necessary to remain clinically stable.

**a. Stabilization Unit**

The NJDOC currently has crisis stabilization programs at New Jersey State Prison (47 male beds and 16 female beds), Northern State Prison (30 male beds) and Edna Mahan Correctional Facility (2 female beds).

**i. Goal**

The purpose of the Stabilization Unit (SU) is to stabilize inmates who are seriously decompensated, suicidal and/or acutely psychotic. It is anticipated that the inmate would stay on this unit for a short period of time, until a determination is made as to whether the inmate can adjust to a Residential Treatment or Transitional Care Unit (step-down) or needs to be involuntarily committed. It is possible that while on the Stabilization Unit (SU), involuntary administration of psychotropic medication will take place.

**ii. Schedule Requirement**

NOTE: Psychiatric and Nursing hours are required under Section 3.1 - Medical Services of this RFP and all other staffing requirements for special units are required under Section 3.2 - Mental Health Services.

Psychology staff will interview these inmates daily Monday-Saturday. Staffing for Stabilization Units shall be sufficient to cover programming from 9 am-8 p.m. Monday through Friday and eight hours on Saturday. Contractor will post a current programming schedule in the unit on a

least a monthly basis, and make this available to NJDOC Quality Assurance Staff when requested.

**iii. Minimum Staffing Ratios for the Crisis Stabilization Unit(s) shall be as follows:**

Psychologists 1 (FTE): 50 inmates

Licensed Clinical Social Workers 1(FTE): 25 inmates

**iv. Program Model**

Upon admission to a Stabilization Unit, each inmate will have an individualized and specialized treatment plan recorded on the appropriate EMR encounter form. This treatment plan will outline specific goals with an action plan for the inmate's stay on this unit. A discharge plan will be formulated for each inmate, focusing on appropriate continuity of care, specifically outlining issues for the inmate's placement on a Residential Treatment or Transitional Care Unit.

**b. Residential Treatment Unit (RTU):**

There are Residential and Transitional Care (step-down) programs at New Jersey State Prison (96 male beds), Northern State Prison (80 male beds), Edna Mahan Correctional Facility (38 female beds), Adult Diagnostic and Treatment Center (8 male beds) and South Woods State Prison (124 male beds).

**i. Goal**

The goal of the Residential Treatment Units (step-down) is to stabilize, support and ensure positive reintegration of the inmate into a regular housing unit.

**ii. Schedule Requirement**

The mental health contractor will provide a multidisciplinary staff of psychologists, licensed clinical social workers, occupational therapists and activity therapists necessary to provide programming 8 AM-8PM Monday through Friday and eight hours on Saturday and Sunday. Contractor shall post current programming schedule on the unit at on at least a monthly basis and make this available to DOC Quality Assurance Staff when requested. Staff shall be scheduled to provide on site coverage by at least the LCSW level on the RTU, seven days a week.

**iii. Program Model**

- On these units there will be intensive, multidisciplinary programming available to the inmate. A day treatment program model will be utilized.
- Admission to and discharge from these units will be based on clinical decisions, supported by documentation in the EMR. These movements will be coordinated through the Facility Administrator.
- When appropriate, the NJDOC Policy on Involuntary Administration of Psychotropic Medication will be applied on these units.
- Each inmate will have an individualized and specialized treatment plan recorded on the appropriate EMR encounter form.
- A discharge plan will be formulated for each inmate, focusing on appropriate continuity of care issues that need to be addressed on the regular housing unit or in the community.
- The DOC will provide support services such as educational and recreational programming to these inmates.
- **Both the medical and mental health contractor shall work together to develop further admission and discharge criteria for these units in conjunction with the NJDOC Health Services Unit. It is likely that some of the inmates housed on an RTU will never be stable enough to progress to a Transitional Care Unit or to the general population.**

**c. Transitional Treatment Care Unit:**

This unit is designed for inmates that are higher functioning and have the potential to adjust to general population housing. Programming on this unit will allow inmates to make a gradual

progressive adjustment to the general population while still having the treatment support staff available through this transition.

**i. Goal**

**The goal of this unit is to reintegrate inmates into a general population-housing environment.**

**ii. Minimum Staffing Ratios for Step-down (RTU and TCU) Units:**

- Psychologists 1(FTE): 30 inmates
  - Licensed Clinical Social Workers 1(FTE): 25 inmates
  - Occupational Therapists 1(FTE): 30 inmates
- At the ADTC RTU/TCU all of the above professionals will be provided at a minimum of .5 FTE to provide programming for the treatment unit, regardless of the population.
- d. Security Threat Group Management Unit Initiative**

**i. Unit Mission**

In June 1998, the NJDOC of Corrections began an intensive treatment program for inmates whose gang affiliations have become a disruptive element in DOC institutions. Northern State Prison contains a 160-bed unit designated as the Security Threat Group Management Unit. Inmates assigned to this unit have shown evidence of affiliation with various groups devoted to organized antisocial behaviors, which may include behaviors of a violent nature. Conflict among such groups has the potential to disrupt the orderly functioning of this NJDOC. It is the intention of NJDOC to combat gang mentality and the accompanying violence, exploitation, and disruptive behavior.

**ii. Required Program Services**

Contractor is required to maintain the current program or develop an alternate program of psycho-educational services, in addition to routine mental health services, intended to help these inmates renounce their gang affiliation. This program design shall include a variety of psycho-educational, behavioral and other techniques intended to foster the development of pro-social attitudes and alternatives to violence.

**iii. Staffing Requirement**

Staffing for this program shall be Monday-Saturday. The minimum professional level for treatment staff on this unit is LCSW. Staff for this program shall have at a minimum one director and four additional treatment staff.

**3.2.6 Sex Offender Treatment**

In addition to the mental health specifications outlined above the mental health contractor is responsible for providing specialized services to adult inmates convicted of sexual offenses and sentenced under the Sex Offender Act (N.J.S.A. 2C: 47).

**3.2.6.1 Sexual Offender Treatment Program Proposal Requirement**

The bidder will describe in the bid response its proposed treatment modality for sex offender treatment. This modality will include but is not limited to components relating to relapse-prevention, anger management, victim empathy, behavior modification and aftercare. The treatment modality must be specific, including the number of hours of treatment per week for each inmate, and the qualifications and professional status of the provider. The proposal shall contain a comprehensive program description, using as a guide the minimum standards outlined below. The bidder shall also include empirical evidence of successful implementation of this type of programming in other venues. The bidder will provide a full range of mental health services (as specified in the Mental Health section of this document and conforming to the CF v. Terhune Mental Health Settlement Agreement) at ADTC in addition to the sex offender treatment.

### **3.2.6.2 Sex Offender Program Scope and Size**

The Adult Diagnostic and Treatment Center at Avenel (ADTC) provides intensive inpatient mental health treatment services for adult male sex offenders sentenced under the Sex Offender Act. The operational capacity of ADTC is 710 inmates. However, these inmates may serve a portion of their sentences at other Institutions prior to entering ADTC. Female adults sentenced under this Act receive treatment at the Edna Mahan Correctional Facility for Women. There are approximately 10 inmates or less that fall under the Sex Offender Act at Edna Mahan at any given time. The contractor shall be responsible for all services required by all provisions of the Sex Offender Act and related legislation regarding psychological assessment and treatment.

#### **a. Special Reports Required by the Courts for Sexual Offenders**

The contractor shall also be responsible for written pre-sentence psychological evaluations requested by the court. These evaluations include a clinical narrative of the inmate's sexual offending history and behavior along with recommendations regarding the inmate's amenability to treatment. Evaluations take place at ADTC Outpatient Department.

#### **b. Sexual Offender Interdisciplinary Team Requirement**

The contractor will provide an interdisciplinary team to address sex offender treatment and the requirements of the New Jersey Sex Offender Act. The team must include licensed psychiatrists (provided through the medical contractor), licensed psychologists, and licensed clinical social workers, in addition other treatment team members provided as outlined by the mental health treatment specifications.

All required members of the interdisciplinary treatment team shall meet on a scheduled basis as part of the process of initiating or updating an inmate's sex offender treatment plan at ADTC.

#### **c. Staffing and Professional Requirements for Sex Offender Treatment Clinicians**

The professional staff will have a documented background of at least two years of clinical work experience, which includes training and/or experience in working with sex offenders. Staffing levels, i.e. administrative, clinical and support services, will reflect all of the required components of the sex offender program and will at least be maintained at the levels outlined in the staffing matrix. Any proposed changes in the staffing pattern for this program and any related staffing issues must be pre-approved by the NJDOC Administration and the Health Services Unit. Professional staff and services shall be provided in accordance with N.J.S.A. 45:14B and other statutes relevant to the respective disciplines. Administrative support services staff will also be provided by the contractor.

#### **d. Annual Report Requirement for Sex Offender Program**

The contractor shall annually (on the anniversary of the contract commencement date) provide NJDOC with a comprehensive report, which detail information regarding inmate participation, evaluation, and goals achieved by the program, as well as goals and objectives for the following year.

### **3.2.6.3 Offender -Minimum Treatment Responsibilities Required:**

Specialized Group Therapy for Sex Offender Treatment will be provided on at least a weekly basis for all inmates at ADTC and for those female sex offenders at Edna Mahan Correctional Facility.

- i. Inmates in the early stages of treatment must be provided at least three hours of group therapy per week. Group size will be limited to a maximum of 12 inmates.
- ii. Inmates in the later stages of treatment will be provided a minimum of 4.5 hours of group therapy per week. Group size will be limited to a maximum of 12 inmates.

- iii. In addition, psycho-educational components will be provided for all inmates, and will include at a minimum, Relapse Prevention Strategies, Anger Management, Victim Empathy, Conflict Resolution, and Personal Victimization. Class size will be limited to a maximum of 15 inmates.
- iv. **Individual therapy, family contacts and emergency interventions shall be provided, as determined by the inmate's treatment plan.** The sex offender treatment plan for all inmates at ADTC will be reviewed at least every six months as required.
- v. Emergency/crisis intervention will be provided as needed.
- vi. Inmates with special mental health needs, limited intellectual ability, etc. will be provided with treatment as indicated on an individualized Mental Health Special Needs Treatment Plan, in addition to the sex offender treatment plan.
- vii. **Accommodations must be made to provide equivalent services for inmates with barriers to communication (non-English speaking, communication disorders, and physical impediments, etc.).** This will apply to all inpatient and out patient services provided by the sex offender program.
- b. Pre-sentence psychological evaluations 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 (Home Hearings).
- c. **Every six months (or more often if requested) an inmate at ADTC or a female sex offender at EMCFW who is under the Sex Offender Act is required to be evaluated by a psychologist. The contractor shall forward the report to the Administrator for use by the Special Classification Review Board. Equivalent evaluations shall be conducted at other institutions for inmates under the Sex Offender Act.**
- d. Six month evaluations equivalent to those mentioned above will be submitted to SCRB via the institutional classification committee when the inmate is not located at ADTC.
- e. Aftercare programs at various sites in New Jersey for released sexual offenders. The contractor must be able to provide this service at least at a minimum of four well-separated sites in various parts of the State. Weekly group and/or individual therapy of at least 90 minutes duration shall be provided. Any proposed changes for this required service must be pre-approved by the NJDOC Administration and the Health Services Unit.
- f. Prior to 180 days before an inmate's expiration of sentence, a psychological evaluation and risk assessment shall be performed as required by State law. The evaluation and risk assessment tools utilized by the contractor in the performance of this required service must be pre-approved by the NJDOC Administration and the Health Services Unit. This report will address the inmate'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.
- g. Documentation shall be completed in the EMR as appropriate.
- h. In addition to the Sex Offender Treatment Program, the contractor will maintain responsibility for all non-sex-offense-related aspects of mental health care as outlined throughout section 3.2- Mental Health Services.

### 3.2.7 Program Support Services

#### 3.2.7.1 Continuous Quality Improvement

The contractor shall participate in the Continuous Quality Improvement Program that will monitor the mental health services provided. The program shall include regular chart review of outpatient and inpatient medical records by physicians. Chart review, deliberations and actions taken as a result of reviews shall be documented. Discussions shall include thresholds for evaluation, collection of data, corrective action plan, communication of results and effectiveness of corrective action plans. The Continuous Quality Improvement Program is operated both statewide and facility based.

**a. Statewide Continuous Quality Improvement Committee**

The contractor shall participate in the Statewide Continuous Quality Improvement (CQI) Committee

- i. Review the total health care operation
- ii. Analyze issues referred to it and/or identified through the CQI process
- iii. Direct corrective actions and evaluate their effectiveness
- iv. Conduct annual reviews and approve all mental health care policies and procedures
- v. Document and report all activities in committee minutes

Contractor shall ensure attendance and participation in periodic meetings held at least quarterly between appropriate personnel and NJDOC employees to review significant issues and changes. These meetings will provide feedback relative to the Continuous Quality Improvement process so that any deficiencies and/or recommendations may be addressed.

**b. Performance Improvement Plan**

The contractor shall develop and maintain and implement a performance improvement plan that is designed to consistently improve the quality of services provided at correctional 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 so as to maximize the performance improvement process. This plan shall be consistent with N.J.A.C. requirements, the Inmate Mental Health Care Contract, NJDOC policies, and NCCHC standards.

**c. Monthly Incident Review Report**

The contractor shall submit a monthly incident review to the administrator of each institution detailing all adverse incidents and any other Quality Improvement issues. A copy of this report shall be forwarded to the HSU Supervisor. The contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The contractor shall develop and implement plans to address/correct identified deficiencies.

**d. Cooperate with NJDOC Audits**

Additionally, the contractor must cooperate with and assist the NJDOC Director of Medical Services and heads of other disciplines who will be conducting the mandated annual medical audits and other periodic inquiries.

**3.2.7.2 Administrative Meetings**

**a. Contract Compliance Meetings**

Periodic meetings are scheduled regarding contractual issues. Participants of these meetings often include NJDOC, NJ Department of Treasury and the Deputy Attorneys General.

- a. The contractor shall meet with the NJDOC as scheduled by the NJDOC for the purpose of resolving contractual issues, addressing audit issues and miscellaneous issues as necessary. Minutes shall be maintained by the NJDOC and distributed to relevant parties. These meetings will occur at least weekly during the transitional period, but never less than monthly.
- b. The contractor must meet with NJDOC, Health Services Unit Staff as scheduled and the facility administrator or his/her designee to discuss the provisions of health care services. Reviews of administrative and procedural issues may be discussed at this time. Minutes or summaries shall be maintained by NJDOC and distributed to attendees.

**b. Health Service Unit/ Contractor Meetings**

The contractor shall participate (at a minimum) in monthly meetings at each institution with institutional administrators and/or their designees and NJDOC administrative representatives to discuss health care services as per the NJDOC contractual, statutory and policy requirements as well as NCCHC Standards. The NJDOC Health Service Unit shall schedule meetings. Reviews of administrative and procedural issues may be discussed at this time. Minutes or summaries shall be maintained and distributed to attendees.

**3.2.7.3 Supplies and Equipment**

a. The contractor shall be responsible for all maintenance and repair costs associated with all office equipment, including existing NJDOC equipment, as well as any new equipment purchased by the contractor. The contractor shall also be responsible for replacing any existing NJDOC equipment. The contractor shall also be responsible for replacing any existing NJDOC equipment during the contract period. Equipment that the is no longer usable and the contractor does not feel needs replacement, must be brought to the attention of NJDOC Health Services Unit for determination. The contractor shall not lease equipment without prior approval of NJDOC.

b. NJDOC will provide the contractor with office space and utilities at facilities as designated by NJDOC to enable the contractor to perform its duties and obligations under the contract.

**c. Telephone Equipment**

In regards to all devices that use telephone lines, including telephones, faxes, modems and time clocks: The contractor is responsible for all activation, installation and monthly charges associated with providing and maintaining its own voice, fax and modem telephone lines at each institution. Wherever possible full integration of vendor service into the NJDOC PBX systems is required to provide efficient communication between NJDOC, contractor and others.

- i. At ADTC, ACWYCF, BSP, EMCF, GSYCF, MSCF, MYCF, NJSP, NSP and SSCF, the contractor is responsible for purchasing and installing the appropriate quantity of Avaya Definity G3 PBX System CO trunk card(s), digital and/or analog station card(s) and digital multi-line and /or analog (2500) telephone sets. The quantity of equipment needed will be based on the quantity of contractor staff at each site and will be determined by the contractor. The contractor will also be responsible for the activation, installation and monthly charges associated with the trunk lines.
- ii. At CRAF, EJSP, RFSP, SWSP and Satellite Units, the contractor is responsible for providing and installing its own telephone lines and equipment. The NJDOC will provide fully restricted institutional extensions for internal communications. The quantity of outside lines and equipment is to be determined by the contractor. The NJDOC will determine the quantity of internal extensions and stations.
- iii. All contractor telephone service must be in accordance with established security practices at the institutions.
- iv. The contractor may re-use existing cabling and wiring facilities, if available. It will be the contractor's responsibility to install additional cable and wiring at facilities if needed for their telephone service. All cable and wiring must meet NJDOC security requirements.

**3.2.7.4 Transportation by Contractor**

The contractor shall schedule and coordinate transportation of inmates for medical services through NJDOC Central Transportation. Contractor will pay for transportation and custody costs. A document titled "NJDOC Transport Costs" will be available in the Document Review Room - Appendix F. Contractor shall arrange and pay for ambulance transportation and wheelchair transportation when NJDOC wheelchair vans are not available. NJDOC update on the availability of wheelchair vans will be



available at the Bidders Conference. When applicable, the contractor shall notify Central Transportation and/or the receiving institution to eliminate or minimize any delay in medical attention.

### **3.2.7.5 Community Release Housing**

The NJDOC contracts with 23 halfway houses, which accommodate approximately 2700 inmates. (These inmates are included in the institutional counts). One of these houses provides services to inmates with confirmed HIV+/AIDS. There are two halfway houses, Bo Robinson House and Talbot Hall, that provide medical care on site and are not included in the scope of this RFP. Excepting Talbot Hall and Bo Robinson House, the contractor is responsible for providing mental health care to this population in the regional NJDOC institutions. See Appendix G for information on residential community release programs.

### **3.2.7.6 Inmate/Other Grievances/Complaints**

- a. The Contractor must provide timely investigation and reports within seven days for all complaints and inquiries not only at the institutional level, but for those received from various sources by the Commissioner and other administrative offices of NJDOC.
- b. The contractor shall maintain monthly statistics of all inmate grievances filed at each institution, i.e., those with and without merit.
- c. The contractor shall provide the institutional Quality Assurance staff member with a copy of each grievance/complaint, as well as documentation of the efforts to resolve the matter. Copies shall also be sent to the complainant (except when the complainant is not the inmate and confidential material is involved) and filed in the inmate medical record. NJDOC shall reserve the right to review any inmate complaint and review the contractor's actions.
- d. The contractor must implement NJDOC recommendations in disputed cases. No additional costs will be paid by the State to the contractor in such cases.

### **3.2.7.7 Medical Records**

Medical records, both EMR and the medical reference file, shall be maintained in accordance with established NJDOC policy. The contractor shall ensure that all services are properly recorded in the appropriate inmates' medical records in such manner as to satisfy applicable requirements of governmental and accrediting agencies including the NCCHC. All medical records staffing and supplies are the responsibility of the contractor.

#### **a. Official NJDOC Medical/Dental/Mental Health Record**

The NJDOC currently utilizes the Logician® electronic data base system (EMR) as the official NJDOC medical/dental/mental health record. There is additionally a medical reference file on each inmate in NJDOC.

Logician® is a Health Level 7 electronic data base system. The contractor shall ensure that its equipment, and the equipment of any subcontractor inputting data into the medical database, is compatible with the EMR.

#### **b. EMR**

The Contractor shall cooperate with any upgrading of the EMR applications as well as maintenance of the program. The contractor will provide administrative and user level representation and participation at the NJDOC EMR CQI Committee for the purpose of Statewide EMR support.

**i. Documentation**

The contractor shall ensure that qualified mental health care staff documents all mental health care encounters on the appropriate EMR forms (as instructed in the Workflow Manuals). The NJDOC will make every effort to provide access to the EMR at the point of service, but this will not always be possible. The contractor is responsible to input all encounters in the EMR even if it is after the encounter has occurred if the patient is cared for in an area without a terminal.

**ii. Training**

The contractor shall train all of its personnel upon hire and on an ongoing basis, in order to keep all EMR skills sharp and to keep staff apprised of any updating of the EMR. Contractor must ensure that all training is documented and approved by NJDOC. The contractor personnel must comply with NJDOC policies on computer use in areas such as confidentiality, levels of access, and individual security codes.

**iii. EMR Interfaces**

- The EMR charts are created whenever a new inmate is brought into the NJDOC system through an interface with the NJDOC Inmate Management System. The contractor through the Inmate Management System shall maintain scheduling of inmates for internal appointments such as sick call.
- The bidder may present offers to interface at it's own cost additional ancillary services such as Telemedicine results.

**iv. EMR Security Requirements**

The contractor shall comply with the NJDOC Office of Information Technology (OIT) policy on microcomputer security. The contractor shall submit OIT access forms to the Health Services Unit for all new employees at the same time that credentials and security clearance forms are submitted.

**v. 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. EMR users are warned several days in advance of any scheduled downtime. The contractor must keep sufficient supplies of downtime forms available for all scheduled and unscheduled down time. The contractor must use these authorized downtime forms to record all clinical encounters. Further the contractor must enter all data into the EMR when the system comes back up. There must be a site by site plan of action in the event of unscheduled downtime.

**e. Medical reference file**

- i. One medical reference file is also being kept on each inmate. In addition to documenting in the EMR as required, the contractor shall ensure that accurate, comprehensive, legible records (with legible, dated, and timed signatures accompanied by a name stamp) are kept on each inmate under its care. All documents that require patient signatures, copies of reports of outside hospitalization i.e. Forensic hospitalization, copies of commitment papers, and outside consultations shall be returned to the institution for inclusion in the medical reference file. All documents are to be filed, in the medical reference file in a timely manner and their existence in this file must be documented in the EMR.
- ii. The contractor shall utilize NJDOC forms and medical reference file jackets and may supplement the record system with its own forms if instituted system-wide and previously approved by NJDOC.
- iii. **Confidentiality and Informed Consent**
- iv. Records shall remain confidential. The contractor shall ensure specific compliance with NJDOC administrative regulations regarding confidentiality, informed consent, and medicolegal access/disclosure (N.J.A.C. 10A: 22).
- v. **Record Retention and Record Copying**  
The medical contractor is responsible for compliance with NJDOC policies regarding the transfer, release and retention of health records. The medical contractor shall also be

responsible for all duplication costs incurred. All medical records both electronic and paper are and shall at all times remain the property of the State.

**f. Ownership of the Record**

All medical records prepared by the contractor are the sole property of the NJDOC. The contractor shall be the custodian of all medical records. At the expiration or termination of this Agreement, the custody of such medical records shall be transferred to the NJDOC. During the term of this agreement, the NJDOC's designated representatives shall have access to all medical records in accordance with established NJDOC protocols. All medical records both electronic and paper are and shall at all times remain the property of the State of New Jersey.

**g. Record Access after Termination of Contract**

Upon the expiration or termination of this agreement, the contractor shall continue to have access to the medical records for any reasonable purpose, including without limitation, preparation for any litigation.

**3.2.7.8 Research**

The conditions under which the research shall be conducted shall be as described in N.J.A.C. 10A: 16-2.20 and 10A: 16.5. Research shall be agreed upon by the contractor and the NJDOC and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of the research project shall be obtained prior to the inmate's participation as a subject.

**3.2.7.9 Policy Development and Procedures**

There are uniform mental health care policies and procedures for the NJDOC. The contractor will abide by the existing mental health care policies until reviewed and updated. Contractor will cooperate in the review and update of all mental health care policies as needed. Contractor shall within ninety days of the Commencement Date develop uniform policies and procedures for all institutions that are designed to meet the individual needs of the site as well as NCCHC standards and existing NJDOC policies. All proposed policies are subject to the final approval of NJDOC.

**3.2.7.10 Inmates Excluded from Coverage**

- a. Inmates on escape status shall not be covered under this agreement during the escape period and prior to their return to NJDOC custody. Once inmate is returned to NJDOC custody all conditions pre-existing and those developed during escape status will be covered under the terms of this contract.
- b. There are no general mental health services required for State Inmates in county jails. Routine Psychological Evaluations for classification may be infrequently required. These evaluations are to be priced out on a per evaluation basis. State inmates shall not be covered during their first 15 days post-sentencing if they remain in county custody during that time. State inmates on remand to another jurisdiction shall be the responsibility of that jurisdiction.

**3.2.7.11 Standards and Accreditation**

The mental health contractor is responsible to cooperate and coordinate with the medical contractor on all accreditation matters.

**a. Accreditation Status Reports**

The contractor shall provide a timetable in its transition plan delineating a schedule for accreditation of all facilities within 24 months from contract inception. Monthly updates of accreditation status are required

**a. Accreditation Expenses –**

The contractor shall be responsible for payment of all NCCHC accreditation costs for all facilities, including application and renewal fees. The medical contractor will assume 70% of these costs whereas the mental health contractor will assume 30%. The NJDOC will assume all costs relating to structural deficiencies that impede NCCHC accreditation. After receiving the survey report, the NJDOC will review any cited structural deficiencies and may, at its discretion, decline accreditation at specific facilities due to cost to fix such structural deficiencies.

**b. Failure to Maintain Accredited Status –**

Failure to obtain or maintain required accreditation status shall result in an adjustment to compensation as indicated in the Adjustment to Compensation Manual.

**3.2.8 Reports and Data**

**3.2.8.1 Utilization and Administrative Reports**

The contractor will provide periodic reports to the NJDOC Health Services Unit concerning utilization and administration of the program as set forth herein. Prior to the commencement date, the contractor shall submit the forms and format for said periodic reports for approval by the Health Services Unit. Any changes in the forms and format for said periodic reports are subject to the approval of the Health Services Unit. The contractor will submit to the Supervisor of Health Services Unit (or other specified sites) the following reports within the allotted timeframes. All reports submitted within the same timeframe must be provided electronically and physically, in a three- ring binder.

**3.2.8.2 Daily**

**Employee Database -** Initially, the contractor will provide NJDOC HSU with an "Initial Download" of the "Employee Database" in a standard file format of employees assigned to NJDOC facilities. Subsequently, the contractor will provide a daily download in standard file format of any additions, changes or deletions to the employee data.

**3.2.8.3 Monthly**

**o. Time Report by Facility**

The contractor shall provide monthly time reports in conjunction with payroll information for each facility, summarizing for each facility and the aggregate of all facilities, total hours worked, total hours paid, total hours required by the approved Matrix and the variance between hours worked and contract hours required.

**p. Time Report by Job Category**

The contractor shall provide a monthly report summarizing for each job category, the aggregate of total hours worked, total hours paid, total hours required by the approved Matrix and the variance between hours worked and contract hours required. This report shall include all unstaffed positions for each week.

**q. Time Report Requirements**

The reports shall set out the work time scheduled for each position set forth in Appendix B along with the actual hours worked and the benefit hours credited by the contractor. Each report shall note the variance as the difference between actual hours worked and contract hours required according to the approved site-staffing matrix. The reporting requirement applies to all personnel including independent contractors and subcontractors of the contractor. The contractor shall provide monthly time reports to the facility QA and the HSU Supervisor. Time reports for each individual contractor employee, independent contractor or subcontractor shall be available to the Division of Health Services, as needed demonstrating daily,

weekly, monthly or annual hours worked and benefit hours credited by the contractor.

**All contractor and sub-contractor staff may utilize an automated time clock system at each facility and record time worked in a manner consistent with NJDOC requirements and in a manner consistent with acceptable auditing standards.**

The contractor will submit to the Supervisor of the Health Services Unit payroll hours covering all Personnel and subcontractors for all facilities in the monthly report.

**r. Position Control and Vacancy Reports**

The contractor shall provide monthly reports detailing the staffing categories, position authorization numbers coded to the facility for each staffing category, FTEs and hours for each category, and the full name of the incumbent. The contractor shall provide the start and termination dates for all employees for the month reported on. The reports shall display such data, in order, by day, evening and night shifts. The reporting requirement applies to all personnel, including independent contractors and subcontractors of the contractor. The reports shall demonstrate position changes within each staffing category from one calendar month period to the next calendar month period. Should the NJDOC and the contractor agree to staff changes during the term of this agreement, both the present and the former positions shall be noted on the reports. The reports shall be submitted to the NJDOC's Health Services Unit by the tenth calendar day of the following month.

**s. Off-Site Trips and Transfer Reports**

The contractor shall prepare monthly trip and transfer reports to the Health Services Unit. This report shall include all off site trips and transfers including those scheduled, pending and completed for mental health purposes. For all completed trips the contractor will provide a report including the inmate's name, date of trip, time, destination and method of transportation, i.e. NJDOC Central Transportation or institutional transportation.

**t. Per Diem Utilization Adjustment Reports**

The contractor shall provide the NJDOC's Health Services Unit monthly reports detailing the contractors' utilization of agency or temporary personnel.

**u. Monthly Indicator Statistical and Narrative Summary Reports**

- iii. The contractor's on site Health Administrator shall submit the required monthly statistical report, approved by Health Services Unit, to the Institutional Administration, the NJDOC's Supervisor of Quality Assurance and the Quality Assurance staff member assigned to the facility.
- iv. Such report shall contain data, statistics, and information as listed in NJAC 10A:16, plus other information useful to the contractor's Health Services Administrator in managing the health services for the facility and to the NJDOC's Quality Assurance team in measuring contract compliance. A copy of this report will be sent to the contractor's central office and submitted to the Health Services Unit with their utilization and administrative reports.

**v. Mental Health Closed Case Report**

The contractor shall provide the Health Services Unit Supervisor an updated, accurate report listing all Mental Health Special Needs cases that were removed from this roster during the preceding month. This information shall accompany any other required reports.

**w. In-Service Training Reports**

The contractor shall provide monthly reports to the Project Manager documenting in-service training provided to personnel. These reports shall include a copy of the sign in sheets for each in-service held during the month. Each sign in log shall offer the names and titles of attendees, as well as the date, time and place of the in-services, a description of topics covered and finally the signature of all attendees with a comment field where the trainee evaluates the session. A copy of the sign in logs shall also be placed in the employee's personnel record on site.

**x. Continuous Quality Improvement Reports**

The contractor shall provide the minutes of each institutional CQI Meeting to the NJDOC Institutional Administrator, and quality assurance. The contractor shall also submit a monthly incident review to the Institutional Administrator detailing all adverse incidents and any other CQI issues. A copy of these reports shall also be forwarded to the Health Services Unit Supervisor.

**y. On-Call Schedule**

The contractor shall provide NJDOC HSU Supervisor, each Institutional Administration and each facility QA Staff person with the monthly on-call schedules of the appropriate Administrative and Clinical Staff in advance of the first day of each month. NJDOC Central Communications shall also be furnished with a copy of the on-call schedule.

**3.2.8.4 Quarterly**

- a. Litigation reports detailing the allegations of all new legal actions against the contractor and the State for which Contractor has indemnified and defended NJDOC pursuant to the terms of this contract. This report shall also outline, the status of all unresolved cases and the outcome of all cases resolved since the last litigation report and will be submitted to the NJDOC HSU Supervisor on a quarterly basis.
- b. The contractor shall provide to the Health Services Unit Supervisor periodic reports, at least quarterly, detailing the status of NCCHC schedules of visits, accreditation maintenance, and corrective plans. The contractor shall also provide to the Health Services Unit Supervisor reports as requested from time to time detailing the progress toward achieving any other accreditation sought by the NJDOC.

**3.2.8.5 Annual**

- a. On the anniversary of the commencement date of the contract, the contractor shall provide NJDOC HSU with a Sex Offender Treatment Annual Report in addition to a Mental Health Services Annual Report. This report will contain detailed information regarding inmate participation, evaluation and goals achieved by the program, as well as goals and objectives for the following year.
- b. The contractor shall provide annually to the NJDOC HSU Supervisor, a report describing the compensation and benefits to personnel. This shall include the hourly rates of compensation for each category of personnel including independent contractors.
- c. An Annual Management Plan, including contractors short and long range plans, shall be submitted to the NJDOC HSU Supervisor on the anniversary of the contract commencement date. Quarterly progress reports are required on the status of relevant items in process.

### **3.2.8.6 Other Reports**

**Regulatory Agency Reports** -All citations, from outside regulatory agencies shall be reported to the Supervisor of Health Services upon occurrence. These agencies include, but are not limited to OSHA, any federal or State of New Jersey NJDOC or regulatory agency.

### **3.2.8.7 Prison Records**

Contractor staff will have access to inmate prison records on a need-to-know basis. Unless otherwise determined by the NJDOC Institutional Administrator, they will not have access to NJDOC investigative reports, except for such reports generated and provided by the NJDOC for the purpose of quality assurance and risk management.

The provisions of this section shall survive the expiration or termination of this agreement.

### **3.2.8.8 Confidentiality**

In performing its obligations under the contract, the contractor shall comply with all confidentiality provisions applicable to inmate medical records. 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 may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of medical records, the contractor may redact inmate medical records to delete identifying information in connection with submission of such reports, except for submission of reports to the NJDOC. In addition, the contractor shall comply with the confidentiality provisions set forth in NJAC 10A: 16-2.1A and 10A: 22-2.

### **3.2.9 General NJDOC Contractor Support**

- a. NJDOC will provide the contractor with office space, facilities as designated by NJDOC, and utilities to enable the contractor to perform its obligations and duties under the contract. Regarding telephone lines and equipment see Section 3.2.7.3 of this RFP.
- b. The contractor may use current existing NJDOC's equipment and supplies already in place at the designated institutions. The contractor will accept such equipment as-is at the commencement of contract and shall be responsible for maintenance, repair, supplies and replacement when necessary.
- c. NJDOC will provide security staff for off-site supervision and most transportation (except for emergency care transportation of inmates for medical services as described in Emergency Care Section. The contractor shall reimburse NJDOC for the hourly salary plus benefits for officers assigned to transport and supervise inmates to medical visits and procedures that are not conducted as scheduled.
- d. NJDOC will provide security staff for off-site supervision and transportation of inmates for medical services, when these services are provided at centralized locations (NJSP, SWSP, and SFMC). The contractor shall reimburse NJDOC for the hourly salary plus benefits for officers assigned to transport and supervise inmates on emergency medical trips and to medical visits and procedures that are not conducted as scheduled or at the approved locations as mentioned above. Additionally, NJDOC has a limited invalid coach capacity (i.e. wheelchair lifts, etc.). The contractor shall also provide coach transportation requirements that exceed present NJDOC capabilities.

- e. NJDOC will provide the appropriate level of security as determined by the administrator of the correctional facility for the clinic/infirmarium area and for the hospitals.
- f. NJDOC will provide housekeeping, house cleaning and laundry services as currently provided at each institution.

**3.3 Scope of Work – Substance Use Disorder Treatment Program**

**SUBSTANCE USE DISORDER TREATMENT PROGRAM**

- 3.3.1 to 3.3.1.9.7 THERAPEUTIC COMMUNITY
- 3.3.2 to 3.3.2.20 GENERAL PROJECT REQUIREMENTS

**3.3.1 THERAPEUTIC COMMUNITY**  
Project Specifications/Proposal Requirements

**3.3.1.1 Introduction/Project Goal**

The NJDOC has made it a priority to provide treatment services to those incarcerated individuals who have been identified as having a substance use disorder. Supported by the literature in the field and embraced nationally, the Therapeutic Community Model was chosen by the NJDOC as its principal treatment modality. The primary goal of this project is to effectively identify, assess and treat these inmates/offenders by way of a comprehensive continuum of care system including the in-prison Therapeutic Community portion followed by community placement, first in an Assessment and Treatment Center and then a halfway house. The completion of the treatment continuum will provide the participant with the necessary tools to successfully re-integrate into society and remain substance and crime free.

**3.3.1.2 Contract Locations**

Currently, the NJDOC has allocated 1,455 treatment beds for this purpose distributed as follows:

Edna Mahan Correctional Facility for Women Clinton, New Jersey	60 Beds (female)
Garden State Youth Correctional Facility Yardville, New Jersey	508 Beds (three units, 188, 160 & 160 all male, ages 18 to 26)
Mountainview Youth Correctional Facility Annandale, New Jersey	88 Beds (male, ages 18 to 26)
Northern State Prison Newark, New Jersey (anticipated to be in place at time of award)	96 Beds (male)
Riverfront State Prison Camden, New Jersey	117 Beds (male)
South Woods State Prison Bridgeton, New Jersey	496 Beds (four units, 124 each – all male)
Southern State Correctional Facility	90 Beds (male)



Delmont, New Jersey

**Note:** The proposal for treatment services must cover all programs – no partial contracts will be awarded.

In addition, this represents the current bed complement/locations of the Therapeutic Community treatment program. The NJDOC reserves the right to shift program beds/locations without incurring additional cost to the award.

### **3.3.1.3 Time in Treatment**

In order to maximize the effects of the treatment, participants shall be involved in the in-prison portion of the treatment continuum for a period of 9 to 12 months. The community release component shall be a maximum of an additional 12 to 18 months depending on the sentencing offense. The first two to three of these months in the community release component shall be in an Assessment and Treatment Center with the balance at a halfway house.

Note that the contractor will only be responsible for the in-prison treatment. The contractor will, however, assist the participant in the application for community release process including the provision of discharge information and recommendations. The maintenance of contracts with aftercare providers will remain with the NJDOC, as will the assignment of inmates to particular community facilities.

### **3.3.1.4 Participant Selection Process/Eligibility Requirements**

The eligibility criteria are determined by the NJDOC and are summarized as follow (Note: These represent the current eligibility criteria – subject to NJDOC's modification):

The candidate for treatment must:

- a. have an Addiction Severity Index score of five or greater (moderate to severe substance use disorder – intensive treatment indicated),
- b. be within 13 to 30 months of his/her parole eligibility or release date, and
- c. be within one year of eligibility for full minimum custody status.

Note that all eligible participants are at least 18 years of age. Younger participants (18-26) are typically assigned to a Therapeutic Community at either Garden State Youth Correctional Facility or Mountainview Youth Correctional Facility.

### **3.3.1.5 Participant Participation/Exclusions/Removals**

An inmate who declines to accept assignment to the Therapeutic Community treatment program will not be subject to disciplinary action. The inmate shall:

- a. not be eligible for less than medium custody status, or if already in a gang or full minimum custody, shall lose custody status,
- b. receive Form TC-3, Notice of Offender's Non-Acceptance of Assignment to a

**Treatment Program,**

- c. be subject to other actions as determined appropriate by the NJDOC's Institution Classification Committee, and
- d. be permitted to reapply for program consideration after a minimum of 30 days have elapsed.

In addition, the program, in consultation with the NJDOC, shall have the authority to reject program participants who refuse to participate in treatment.

**3.3.1.6 Institutional Setting/Segregation**

For all institutional settings, every effort will be made to provide a distinct space for the program to keep Therapeutic Community participants separate from the general population. This includes housing, meals, recreation and vocational/educational training.

**3.3.1.7 Ongoing Quality Management/Assurance**

The contractor shall fully cooperate with the NJDOC in its ongoing quality assurance efforts of in-prison treatment programs. This shall include routine site-visits and semi-annual quality assurance written reviews. The contractor shall also comply with any audit requirements as determined necessary/appropriate by the NJDOC.

**3.3.1.8 Therapeutic Community Treatment Modality**

The contractor must implement and operate a comprehensive in-prison substance use disorder treatment program based on the Therapeutic Community treatment modality as defined by the following:

- a. The guidelines set forth by the Executive Office of President, Office of National Drug Control Policy on Therapeutic Communities in Correctional Settings - The Prison Based TC Standards Development Project, Final Report of Phase II (Appendix H).
- b. Therapeutic Community concepts as distributed by correctional treatment associations such as the American Correctional Association and Therapeutic Communities of America, and
- c. Bodies of professional literature generally recognized as the standard for model history, theory, etc.. For example, The Therapeutic Community, Theory, Model and Method - DeLeon, Center for Therapeutic Community Research at the National Development Research Institute, Springer Publishing Co., New York, 2000.

The contractor is further expected to be prepared to be in compliance with any accreditation standards pertaining to prison based Therapeutic Communities that may be promulgated subsequent to the issuance of this request for proposal. It is anticipated that the American Correctional Association will be releasing such standards in the near future (please reference - The Prison Based TC Standards Development Project - Phases I, II and III, Executive Office of the President, Office of National Drug Control Policy. Phase II is included in Appendix H, Phase III pending publication). The applicant must indicate the capacity/resources it has to assure

that the program will meet standards. Note that the treatment provider will be required to meet any accreditation standards within eighteen months of their promulgation without any additional cost to this contract.

### 3.3.1.9 Required Program Components

Keeping in mind that all program activities are opportunities for clinical intervention, the contractor is expected to include the following essential programmatic components in its operation of the prison-based Therapeutic Community (note: the proposal shall address each of these issues and document the approach to be taken):

#### 3.3.1.9.1 Program Phases

The literature clearly indicates that maximum effectiveness occurs when the participant is exposed to Therapeutic Community treatment for a period of nine to twelve months. During this duration, the program participants must be provided the opportunity to progress through three stages of treatment – orientation, primary treatment and residential re-entry. Residential re-entry represents the transition from the in-prison treatment to the next phase of the continuum of care – community release to Assessment and Treatment Center and halfway house.

##### Orientation Phase (up to three months)

The purpose of the orientation phase is to acclimate the program participant to the Therapeutic Community model. Each participant is to be provided a “resident handbook” that concisely outlines program goals, activities, expectations, rules and penalties for violation. The graduated sanctions for violation of rules, as well as the privileges of clinical progress should be clearly defined. The handbook should include a glossary of clearly defined Therapeutic Community terminology (a sample glossary can be found in The Therapeutic Community, Theory, Model and Method, DeLeon, Springer Publishing Co., New York, 2000). In addition, the initial treatment plan is developed during this phase to establish treatment goals.

##### Primary Treatment (from six to nine months)

The participant will progress to the primary treatment phase once staff determines that he/she has met the criteria of orientation including the full assimilation in the “community as method” concept. Using generally accepted substance use disorder and behavior assessment tools (e.g., Addiction Severity Index, Circumstances, Motivation, Readiness-motivational measurement, etc.), program personnel must perform an evaluation of all Primary Treatment participants for the purpose of developing the primary treatment plan. The participant shall also be asked to complete the Therapeutic Community Client Assessment Inventory based on the fourteen domains of behavior/attitudes to be used as a baseline to measure clinical progress in treatment (“Measuring Client Clinical Progress in Therapeutic Community Treatment – The Therapeutic Community Client Assessment Inventory, Client Assessment Summary and Staff Assessment Summary”, Kressel, De Leon, Palij & Rubin, Journal of Substance Abuse Treatment, Vol. 19 – no. 3, October 2000 - form included in Appendix I). All these assessment tools should be used to focus treatment in particular areas of weakness through the treatment plan.

During this phase, the participant will begin to take on greater roles/functions within the community’s structure and enjoy the privileges of increased status. Educational and vocational training provided by NJDOC is included as part of the programming at this time. The

participant's progress should be assessed on a monthly basis by tracking the change/improvement in the participant. The contractor will complete the Therapeutic Community Client Assessment Summary (CAS) and the staff generated Staff Assessment Summary (SAS) for each participant. In addition the contractor will explore any divergence between the participant's and staff's perception of progress as indicated by the use of these assessment tools (see Appendix I).

#### Residential Re-entry/Transitional Treatment (up to three months)

This phase is designed to aid the participant's transition to independent drug/crime free living beyond incarceration. Life skills and educational and vocational training should all be in place at this point in time to give a real opportunity for success. The re-entry participant should be familiar with, and where appropriate, referred to twelve-step and/or other support groups. The participant must acknowledge that he/she will continue to obtain treatment and other assistance outside the prison setting as needed.

The contractor is expected to facilitate the completion by the participant of the community release application in a timely and efficient manner, within 7 calendar days of completing the program. This is to ensure that the Therapeutic Community participant transitions into the community release portion of the treatment continuum.

#### **3.3.1.9.2 Critical Treatment Elements**

All elements of the Therapeutic Community are structured to address a multitude of socialization and psychological needs of the program participant. The contractor must offer some programming during the hours of 7:00 am and 9:00pm weekdays and 7:00 am to 5:00pm weekends, (within institutional restrictions). The following key components must be present in the program (Note: the contractor is required to submit a proposed weekly program activity schedule addressing each of these areas):

##### Activities

The program shall include:

- Highly structured and pre-planned daily morning meetings to energize/motivate the community. Run by a senior participant, the meeting shall include (but not be limited to) a thought/word for the day for participant input/reflection, songs, jokes or skits and other activities to promote positive feelings and identify negative behaviors.
- For the morning meeting, as well as all other meetings, seminars, groups, etc., efforts must be made to ensure that all who attend can see and hear the information to maximize participation.
- House meetings held in the evening for the conducting of the business of the Therapeutic Community (residents and staff to attend).
- General meetings attended by program participants and staff to address behavior issues or other incidents that threaten the community as a whole.
- Daily interaction (meals, recreations, holiday observances, etc.) to cultivate a sense of community mission. These interactions will foster self/mutual help to effectuate change.

- Daily seminars conducted by participants, staff and guests covering material such as clinical/life skills issues (anger management, decision making, conflict resolution, physical/mental health services), current events, academic and current culture topics, special population themes (HIV, parenting, ethnic specific), etc. The participant run seminars should be conducted on the "act as if" concept to develop a positive attitude.
- Appropriate educational and vocational services provided by NJDOC based on the assessment of participant needs in this area (the treatment contractor will coordinate with the NJDOC to work with the institutional programs to provide these necessary skills). To enhance job readiness, the programs should strive for the achievement of a minimum of a GED education upon completion. At a minimum, each participant should have competent job skills in order to achieve proper employment.
- Community groups and probes in the Therapeutic Community context. The primary community group is the encounter group. The contractor must design the encounter group in a way that encourages maximum participation and allow for the healthy expression of feelings by participants. Multiple groups can occur at the same time to limit the size taking into account location and scheduling issues. All groups are to have a staff member in attendance at all times. The group may be led, facilitated or at least observed by staff with assistance from senior participants where appropriate.
- Individual counseling sessions for every participant on a bimonthly basis at a minimum. "Individual sessions with staff address issues of treatment planning, program adjustment or recalcitrance, psychological stress or personal crisis concerning outside affairs or problems with disclosure of especially sensitive information. These sessions are essentially problem solving, although therapeutic effects often occur." – DeLeon, pgs. 199-200.

Note: The bidder is expected to include a proposed program activity schedule addressing these components as part of the request for proposal submission.

### **3.3.1.9.3 Transition to Continuum**

The contractor shall prepare the discharge summary and assist the participant in the completion/submission of the Community Program Application to the community program coordinator. The bidder should include its proposed discharge summary form/model as part of the response to the request for proposal.

### **3.3.1.9.4 Participant and Staff Roles**

- Program participants must actively participate in all program activities. The staff should facilitate this process by motivating participants. In addition, each participant will be required to have a job function within the community. The status of the function will be based on progress within treatment.
- Residents, especially those with more senior status, should engage in positive peer pressure, including confrontation and feedback, to bring about behavior change. In addition, program participants should be aware of other participants' treatment goals to foster the practice of mutual self help within the community.
- Staff must make it clear to residents that they are actively participating in their treatment not passively 'being treated'. This will enhance participant confidence in their ability to manifest change.

- While staff must maintain the highest authority in the program setting, some control should be given to the participants to allow a sense of ownership in the program. This must occur within the boundaries of the NJDOC and the treatment program rule structure.
- Staff shall encourage participants to utilize the “Therapeutic Community tools” learned through the treatment process. Staff members are to act as role models as well as authorities and interact both formally and informally with the participants. Participant self-disclosure of personal issues and observations about the community should be encouraged.
- Staff shall maintain a detailed case file including group and progress notes.
- Negative behaviors will be addressed immediately by peers. However, staff, supervisors and program participants should be involved in remedial actions as well as distribution of privileges.

#### 3.3.1.9.5 Visual Representation of the Program

- As indicated in the above section, there shall exist within the Therapeutic Community, a hierarchy of job functions and responsibilities including, house chores, clerical duties, expediting, etc. A “structure board” indicating all of the participants’ level within the program structure shall be displayed in a prominent location. All job functions are to serve a clinical purpose of developing appropriate attitudes and belief systems.
- Therapeutic Community sayings/slogans promoting pro-social values and behavior including personal and community responsibility, peer support, honesty, self esteem and all other forms of right living must be displayed in the program area. (For example, the fourteen domains of Therapeutic Community treatment – D. Kressel, National Development Research Institute).

#### 3.3.1.9.6 Staffing

- Referring to the staffing requirements listed within this section, the bidder shall outline a staffing structure that it would implement in order to achieve the treatment goals of the Therapeutic Community model. It is critical that all staff embrace the Therapeutic Community philosophy and understand the role model, facilitator, counselor, community manager and authority functions. The contractor must provide to all staff comprehensive materials on the Therapeutic Community viewpoint of substance use disorder, treatment and recovery to include the resident handbook given to participants at orientation.
- Staff Complement

The NJDOC has identified and outlined below, one possible configuration of staffing for the Therapeutic Community programs. The bidder is welcome to use this as a guide in developing the staffing structure for the proposal. The bidder may wish to present an alternative structure that it believes will meet the goals of the program. If an alternative is presented, the bidder must identify specific job responsibilities and qualifications. One possible staffing complement is as follows (see Appendix K):

Each Therapeutic Community program (a program at an institution may have multiple units – see below) should have at a minimum a Program Director, Supervising Clinician/Unit Director(s), Senior Counselors, Counselors and an Administrative Assistant. In the case where more than one Therapeutic Community unit exists in the same institution, it may only be necessary to have

one Program Director, however, each unit should include a Supervising Clinician/Unit Director to act as the head of that subdivision. As with the Program Director, one administrative position may be necessary. **It is possible that in single unit programs, the roles of the Clinical Supervisor/Unit Director could be assumed by the Program Director and/or Senior Counselor.**

- Staff Qualifications

Whether the bidder structures its staffing based on the NJDOC's configuration or an alternative, minimum qualifications have been set for the management/leadership positions at the programs. These are as follows:

- a. Program Director: Bachelors degree; at least three years of Therapeutic Community experience; at least three years of supervisory experience; at least five years counseling experience; and must be sober and crime free for at least five years (applies to recovering individuals or former program participants). Licensure preferred – CCS, CDAC or CJC

Note: A Masters Degree or Ph.D. may substitute for one year of Therapeutic Community, supervisory and/or counseling experience.

- b. Clinical Supervisor/Unit Director: Bachelors degree and one year of Therapeutic Community experience, or a High School Diploma/GED and three years of Therapeutic Community experience with one year of supervisory experience and three years of counseling experience. Must be sober and crime free for at least four years (applies to recovering individuals or former program participants) Licensure preferred – CCS, CDAC or CJC

For all other positions, the bidder must provide what it has identified as minimum qualifications/experience in order to run a successful program. It is recommended that all staff either prior to or shortly after coming on board, obtain the Therapeutic Community Certification issued by Therapeutic Communities of America.

In addition, the personnel hired for the program should represent a blend of backgrounds including Therapeutic Community successful completers, recovering and non-recovering staff and degreed professionals. (Note: the employment of ex-offenders is subject to NJDOC review/approval).

- Caseload Ratio

The participant to clinical staff caseload ratio shall not exceed 20 to one (clinical staff represents all positions listed above with the exception of the Administrative Assistant).

- Clinical Supervision

All staff must receive documented and ongoing clinical supervision under the Clinical Supervisor/Unit Director. This is to include the oversight of daily activities to enhance the skills of the staff, as well as other ongoing supervisory activities.

- Work Hours

The contractor is required to ensure that there is appropriate staff coverage for the operating hours of the Therapeutic Community as specified in Required Program Components as listed previously. A proposed weekly schedule of personnel shall be included with the proposal. All full time contractual staff shall be on-site for a period of at least 40 hours per week excluding a meal period. Part time staffing will only be allowed if proper justification is provided. On-call staff (24 hours per day) should also be indicated.

Any leave outside of the annual allotment of sick time or vacation must be approved by the NJDOC prior to the leave taking place (example: training, conferences, etc.). The contractor is also expected to indicate what additional measures it would take to minimize staff time away from the treatment location. In addition, the contractor must furnish a description of the leave package (sick, vacation, administrative, holiday, etc.) to be provided to staff indicating the required number of days away from the program and how this will be addressed.

- Bilingual Personnel

The contractor shall ensure that a sufficient number of its personnel are bilingual in English and Spanish so as to meet the treatment needs of the increasing Hispanic component of the New Jersey participant population.

- Staff Meetings

Consistent with the Therapeutic Community model, contractual staff are required to attend business meetings, case conferences, staff groups, and where feasible, staff retreats (if retreats are planned, the contractor will have to specify how it will address program coverage). Again, the contractor must make sure that staff meetings are scheduled in a manner that will not interfere with programming time.

- Staff Turnover

In the proposal, the bidder must address the steps it will take to minimize staff turnover and its impact on the effective operation of the program. Innovative approaches to this issue are encouraged. For example, the contractor could hire a number of individuals (four to six) as Trainees who may have interest and the educational background, but lack some of the required experience needed to qualify for a staff position. These trainees will be available to quickly cover any vacancy that may occur within the programs. In such a case, the NJDOC would require that these individuals would have to be assigned to one of the State's programs. In addition, the trainee slots could not count toward the fulfilling of the required staffing ratio. Another possibility could be internships with colleges and universities to develop a pool of possible staff replacements that can be accessed quickly in the event of vacancies. Ultimately the contractor must adopt one of these options or must specify an alternative it may determine as effective, subject to NJDOC's approval.

The contractor will provide the Department the opportunity to review and provide input of all staffing changes. The New Jersey Department of Corrections will only permit transfers within the various programs upon written request to and approval.



The contractor will immediately notify the Department of Corrections of any terminations of personnel. For all cases of staff departure, the Department will conduct an exit interview with the individuals at the program location prior to the parting.

- Hiring/Recruiting

It will be the responsibility of the contractor's management to oversee the recruitment process including the screening of qualified candidates. All employees of the contractual treatment provider must submit to a background check and are subject to approval by the NJDOC' Special Investigations Division and the Office of Community Programs and Drug Program Operations. Staff shall be required to comply with all institutional regulations and security procedures.

### 3.3.1.9.7 Training Requirements

Training of staff is a key element in the successful delivery of treatment services under the Therapeutic Community treatment modality. The contractor is required to provide an ongoing training plan in the proposal that addresses staff training needs (new and existing employees) as specified in this section.

#### Basic Training

All staff must attend a didactic orientation training on the theory, model and method of the Therapeutic Community treatment program totaling 24 hours over a three day period. The training provider must be recognized in the field as being qualified to instruct the treatment model as described in these specifications (example: Center for Therapeutic Community Research, National Development Research Institute).

Each employee shall be trained upon joining the staff, initially by senior personnel as listed the section below, followed by the formal three day (24 hour) didactic instruction. The formal training shall take place within six months of the hire date depending on how often the training is offered by the external vendor. All employees will be required to attend the basic/orientation training on an annual basis to keep current with emerging trends.

#### Train the Trainer – Clinical Supervisor/Unit Director

One of the responsibilities of the Clinical Supervisor/Unit Director at each program will be the delivery of training to other staff based on 'train the trainer' instruction required as part of this request for proposal. Each Clinical Supervisor/Unit Director will be required to attend an in depth experiential training in Therapeutic Community treatment offered by a vendor qualified to provide this training (40 hours over a five day period). Once trained, the Clinical Supervisor/Unit Director shall be qualified to train other staff on-site in specific areas relating to the model.

The Clinical Supervisor/Unit Director will also provide basic orientation training to new hires in advance of the external basic/orientation training. This should occur within two weeks of employment.

#### In-house Orientation and Ongoing Training from the 'Train the Trainer'

The contractor shall outline the on-site/program based training schedule in its training plan. The Clinical Supervisor/Unit Director will provide up to three hours per week of ongoing training

equating to 150 training hours per year plus orientation training totaling 16 hours for all employees.

The Clinical Supervisor/Unit Director can present the information at staff meetings or as part of a working lunch as a way to minimize the amount of training hours away from the program, and at the same time, relate the training experience to events that occurred during recent treatment activities.

Note that this responsibility has been assigned to the Clinical Supervisor/Unit Director position. If an alternative staffing structure is employed or the program is such where either the Program Director and/or Senior Counselor is acting in that capacity, the appropriate position within the staff complement to perform this function should be identified.

### Cross Training

The contractor shall include in its training plan provisions for cross training of treatment and institutional/custody staff every six months (16 hours over two days). The treatment provider will cover the clinical piece including the training of all staff and the NJDOC will address the custody perspective. This cross training will help foster a mutually productive and supportive in-prison treatment atmosphere.

### Training Documentation

The contractor is expected to maintain specific documentation in reference to its ongoing training activities as follows:

- a. The contractor shall provide the name of the source and the number of hours of the of the training to the NJDOC and include reading requirements where applicable.
- b. The contractor shall maintain copies of the various bona fide curricula and/or other materials used in training received by staff.
- c. The contractor shall document all on-site training hours provided by the Clinical Supervisor including which staff was trained and the training format.
- d. The contractor shall provide this documentation to the NJDOC upon request.

### Training Matrix

A training matrix outlining the above training requirements can be found in Appendix K.

## **3.3.2 GENERAL PROJECT REQUIREMENTS**

### **3.3.2.1 Participant Records/Records Systems**

The contractor shall maintain all participant records, to include but not limited to, case histories, treatment plans, discharge summaries, community release applications, etc. and shall ensure that accurate, comprehensive, legible records are kept on each participant under its care. The contractor shall assume all costs related to the maintenance of this file.

### **3.3.2.2 Management information system requirements**

The contractor shall be required to maintain an appropriate automated data collection/ management system as specified by the NJDOC. This system/database shall:

- a. have basic information on the participant (name, State Bureau of Identification number, date of birth, ethnicity, offense, date of entry in the program, etc.),
- b. be capable of tracking participants' progress through treatment (phases, progress assessments, successful completions, discharges w/reason, etc.),
- c. have summary information on services provided, program activities, sessions, etc., and
- d. include staff records such as time reports, training log, etc.

### **3.3.2.3 Substance Use Disorder Treatment Services – Participant Records**

The contractor shall comply with NJDOC policies regarding the transfer, release and retention of treatment participant records. All files/records prepared by the contractor are the sole property of the NJDOC. The contractor shall be the custodian of all files/records; at the expiration or termination of this contract, the custody of such records shall be transferred to the NJDOC under the supervision of the State's Contract Manager. During the term of this contract the NJDOC's designated representatives shall have access to all files/records in accordance with established NJDOC protocols. Files for discharged participants will be forwarded to the NJDOC archives according to established NJDOC policies and procedures.

### **3.3.2.4 Research**

The contractor shall cooperate fully with any research conducted by the NJDOC or approved outside research firm. No contractor initiated research projects shall be conducted without the prior written consent of the Commissioner of the NJDOC. The conditions under which the research shall be conducted shall be as described in N.J.A.C. 10A: 16-2.20 and 10A: 16.5. Research shall be agreed upon by the contractor and the NJDOC and shall be governed by written guidelines. In every case, the written informed consent of each participant who is a subject of the research project shall be obtained prior to the participant's partaking as a subject.

### **3.3.2.5 Confidentiality and Informed Consent**

Records shall remain confidential. The contractor shall ensure specific compliance with NJDOC administrative regulations regarding confidentiality, informed consent, and access/disclosure (N.J.A.C. 10A: 22).

### **3.3.2.6 Reporting Requirements**

The contractor shall submit certain statistical and narrative program reports as required by the NJDOC to include, but not limited to, daily bed counts, weekly population summaries, monthly reports on total services provided, staffing, training, and an annual work plan.

### **3.3.2.7 Policies and Procedures**

The contractor shall have and be prepared to implement written policies and procedures addressing all areas of program operations including treatment philosophy, approach and method, personnel and training issues, program terminology, etc. The contractor shall cooperate in the review and update of all treatment policies and procedures as needed. The contractor shall within 90 days of the Commencement Date, develop uniform policies and procedures for all project sites that are designed to meet the individual needs of the program as well as existing NJDOC policies. All proposed policies are subject to the final approval of NJDOC.

### **3.3.2.8 Responsibility for all personnel**

All personnel shall comply with State, federal and local laws and regulations, court orders, NJDOC rules, administrative directives, institutional directives, codes of ethics, standards, and policies and procedures of the NJDOC and the Institution, irrespective of past practices. Contractor shall comply with all applicable State laws for reporting incidents of alleged and/or suspected child abuse. All personnel must attend NJDOC orientation.

### **3.3.2.9 Current court settlements**

The contractor must also carry out the relevant provisions of any existing, active, Consent Decrees or Settlement Agreements on behalf of NJDOC.

### **3.3.2.10 Not to compete or non-competition clauses**

The contractor is prohibited from entering into covenants 'Not to Compete' or 'Non-Competition' clauses with either employees or independent contractors, or any party specifically related to the performance of any obligation required under this contract. This prohibits said independent contractor or employee from competing, directly or indirectly, in any way with contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with contractor" shall mean the entering into or attempting to enter any similar business with that carried on by contractor. As well as with any individual, partnership, corporation, or association that was or is the same or related business as is contractor.

### **3.3.2.11 NJDOC Access to Personnel Records**

Personnel files of all subcontractors and contract employees shall be on file at the appropriate institution. The files shall be made available to the institutional Administrator or designee. The NJDOC reserves the right to review upon demand any credentials obtained by the contractor and to conduct further investigation if necessary. These files shall include copies of current New Jersey licenses, proof of professional certification, resumes that include individual education and experience, liability insurance certificates, evaluations, training records, payroll records and position responsibilities.

### **3.3.2.12 NJDOC Inmate Drug Testing Policy**

The contractor shall fully cooperate and comply with the NJDOC in the random drug testing of the participating inmates and where required, will perform such evaluations. The expenses of the testing kits and other items needed for this purpose are the responsibility of the NJDOC. The current policy requires that two percent of the inmates be tested on a monthly basis population-wide. The program participants may be tested at a greater frequency as required under the guidelines set forth under the various federal funding sources. The contractor shall comply with the requirements set forth in its zero-tolerance substance abuse policy.

### **3.3.2.13 Inmate/Other Grievances/Complaints**

The contractor shall maintain monthly statistics of all grievances filed at each institution, i.e., those with and without merit. The contractor shall further provide to the State Contract Manager, Office of Community Programs and Drug Program Operations and the institutional liaison assigned to the program, a copy of each grievance/complaint, as well as documentation of the efforts to resolve the matter. Copies shall also be sent to the complainant (except when the complainant is not the inmate and confidential material is involved) and filed in the inmate records. The NJDOC shall reserve the right to review any inmate complaint and review the contractor's actions. The contractor must implement NJDOC's recommendations in disputed cases. No additional costs to the State will be permitted in such cases.

Additionally, the contractor must provide timely investigation and reports within seven days for all complaints and inquires not only at the institutional level, but for those received from various sources by the Commissioner and other administrative offices of the NJDOC. In all such cases, the NJDOC has the final authority to resolve such complaints.

### **3.3.2.14 NJDOC Screening of Candidates**

The NJDOC retains the ultimate right of approval/refusal of employment, or dismissal of an individual professional from working at any or all facilities. The Director of the Office of Community Programs and Drug Program Operations for the NJDOC or designee and institutional administrator will have the option to interview prospective personnel. The final selection of all employees or subcontractors shall be subject to approval of the NJDOC. All applications for employment submitted by the contractor to the NJDOC shall indicate that the applicant's qualifications have been reviewed and approved by the contractor management as part of its program oversight role.

### **3.3.2.15 Continued employment**

Initial and continued employment of staff and subcontractors shall be subject to approval of the NJDOC, which reserve the right to instruct the contractor to prohibit any contractor's employees and/or independent subcontractors from performing any service with regard to this contract. The contractor will comply with such requests within fifteen (15) working days. If such action or activity may result in harm to a program participant or if security may be compromised, as determined by the NJDOC, compliance will be immediate. The contractor shall ensure that its staff complies with all terms of the contract specifications.

### **3.3.2.16 Terminated employees**

The contractor shall notify in writing and consult with the NJDOC' contract monitor (the Director of the Office of Community Programs and Drug Program Operations or designee) prior to discharging, removing, or failing to renew contracts of professional staff. All personnel who leave the employ of the contractor shall relinquish their ID cards to the on site authority who shall submit all ID cards for that month to the contractor central office. On a monthly basis the contractor shall provide the NJDOC with a report of all employees hired and/or terminated (left for any reason) for that month. The ID cards will be submitted at the time the report is submitted.

### **3.3.2.17 Security Clearance**

All personnel shall be subject to a background investigation conducted by the NJDOC to determine suitability for initial and/or continued employment. Prior to the commencement of on-site work, each

member of contractor's staff, plus all subcontractors and consultants, shall obtain a NJDOC approved ID card. The contractor's corporate office shall submit an original signed Application for Employment and appropriate accompanying credentials and a request for NJDOC computer usage where appropriate, to the NJDOC for each prospective employee. The Office of Community Programs and Drug Program Operations will conduct a professional review and request a criminal background check from the NJDOC Special Investigation Division. Candidates will be scheduled for fingerprinting and photographs. Identification Cards and time keeping electronic swipe cards will then be issued.

All program personnel must wear their ID card at all times on all NJDOC premises.

### **3.3.2.18 Funding Source**

The in-prison treatment services will be funded from a combination of sources to include various federal drug enforcement/correctional treatment grant programs and State appropriated dollars. Note that the contracting of treatment services is based on the availability of funding for such purposes.

### **3.3.2.19 Costs to be Included in Proposed Project Budget**

Your all inclusive pricing should include the following elements as examples:

#### Personnel

Salary and Wages  
Employee Fringe Benefits  
Payroll Taxes  
Shift Differentials  
Overtime

#### Travel/Training

Training/Registration Fees  
Transportation, Hotel, Meals, Incidentals, etc.

#### Supplies/Equipment

Office Supplies  
Education/Training Materials  
Postage  
Computer/Printer/Software  
Other Equipment

#### Other

Recruitment Costs  
Maintenance/Repair  
Printing  
Insurance  
Subcontracting of Services (must be detailed)

This information is provided as a general guideline or checklist. Ultimately, each bidder is required to structure its pricing accordingly. Please note that the State will consider all prices quoted by each bidder to be all inclusive.

### **3.3.2.20 General NJDOC Contractor Support**

- a. NJDOC will provide the contractor with office space, facilities as designated by NJDOC, and utilities to enable the contractor to perform its obligations and duties under the contract. Regarding telephone lines and equipment NJDOC will arrange for and provide for such equipment as needed by the contractor. Policies regarding payment for such services are being developed and will be available at the bidder conference.
- b. The contractor may use current existing NJDOC's equipment and supplies already in place at the designated institutions. The contractor will accept such equipment as-is at the commencement of contract and shall be responsible for maintenance, repair, supplies and replacement when necessary.

- c. NJDOC will provide the appropriate level of security as determined by the administrator of the correctional facility for the clinic/infirmery area and for the hospitals.
- d. NJDOC will provide housekeeping, house cleaning and laundry services as currently provided at each institution.
- e. In regards to all devices that use telephone lines, including telephones, faxes, modems and time clocks within any NJDOC facility: The contractor is responsible for all activation, installation and monthly charges associated with providing and maintaining its own voice, fax and modem telephone lines at each institution. Wherever possible full integration of vendor service into the NJDOC PBX systems is required to provide efficient communication between NJDOC, contractor and others.
  - i. At EMCF, GSYCF, MYCF, NSP and SSCF, the contractor is responsible for purchasing and installing the appropriate quantity of Avaya Definity G3 PBX System CO trunk card(s), digital and/or analog station card(s) and digital multi-line and /or analog (2500) telephone sets. The quantity of equipment needed will be based on the quantity of contractor staff at each site and will be determined by the contractor. The contractor will also be responsible for the activation, installation and monthly charges associated with the trunk lines.
  - ii. At RFSP, SWSP and Satellite Units, the contractor is responsible for providing and installing its own telephone lines and equipment. The NJDOC will provide fully restricted institutional extensions for internal communications. The quantity of outside lines and equipment is to be determined by the contractor. The NJDOC will determine the quantity of internal extensions and stations.
  - iii. All contractor telephone service must be in accordance with established security practices at the institutions.
  - iv. The contractor may re-use existing cabling and wiring facilities, if available. It will be the contractor's responsibility to install additional cable and wiring at facilities if needed for their telephone service. All cable and wiring must meet NJDOC security requirements.

### 3.4 Scope of Work – Psychological Examination Correction and Parole Officer Recruit

#### 3.4.1 Psychological Examination Services

- A. The psychological evaluations will take place at a Mercer County site determined by the Custody Recruitment Unit, NJDOC of Corrections. The current location is: NJDOC of Corrections, Bureau of Training, Custody Recruitment Unit, 1052 Spruce Street, Lawrence Township, NJ 08648
- B. Adequate space will be provided at the site to accommodate the candidate evaluations. The contractor must supply all equipment/materials. Space will be provided for up to six contractor psychologists to conduct interviews with applicants simultaneous to the medical examinations on same candidate population.
- C. Appropriate workspace will be provided for a Custody Recruitment Unit staff member to coordinate the applicant's activities and to appropriately secure applicants' personal materials.
- D. For any psychological exam completed, the psychologist who integrates/interprets all of the technical data and signs the final paperwork must be the same psychologist who evaluated the candidate in person, using a standardized, structured interviewer's guide.

- E. The contractor shall be responsible for all purchasing, scoring, and interpretation costs related to psychological examination services.
- F. The contractor must supply all necessary forms and examination materials for psychological components with the exception of:
- The pre-employment processing forms supplied by the NJDOC, Custody Recruitment Unit.
- G. The full pre-employment psychological examination (including all psychological components) shall be completed by the contractor with the exception of:
- Administration of psychological test battery during Task 1 Pre-interview screening (will be expedited using in-house employees trained in contractor's test administration procedures). The contractor shall establish a standardized training program for NJDOC employees who will be administering the Pre-interview screening psychological test battery during Task 1.
- H. The Custody Recruitment Unit finds it essential that the contractor(s) complete their work and submit the results in a timely manner as defined below in I. Failure to do so would expose this NJDOC to financial losses due to hiring delays and overtime incurred by vacancies. Strict time limits shall be imposed on the contractor, with liquidated damages for failure to comply.
- I. The required time limits are as follows:
1. Task 2, for scoring of test battery (administered at Task 1), the results must be delivered to the Custody Recruitment Unit by 9:00 a.m. on the 7<sup>th</sup> calendar day following the receipt of materials by vendor. For instance, if paper/pencil test materials scored are received on Monday, the results are due by 9:00 a.m. on the following Monday;
  2. Guidelines for conducting final face-to-face candidate evaluations (at Task 3, Pre-employment screening):
    - The duration of an average face-to-face interview between the psychologist and the applicant takes about 25 minutes;
    - The results for those candidates who pass a given evaluation must be delivered to the custody recruitment unit by the close of business on the same day as the evaluation;
    - For rejected candidates, results must be delivered to the Custody Recruitment Unit in the form of a detailed, written, rejection report containing sound rationale/justification by 9:00 a.m. on the 14<sup>th</sup> calendar day following the face-to-face evaluation of the candidate. (For example, if a candidate is seen on Monday the rejection report shall be due by 9:00 a.m. on the Monday two weeks later)
- J. All data associated with the above listed examination components and the original, signed psychological evaluation must be assembled into one package and delivered by courier to the NJDOC of Corrections, Bureau of Training, Custody Recruitment Unit, 1052 Spruce Street, Lawrence Township, NJ 08648 within the Stated deadline.



- K. Evaluate all data in accordance with the NJ NJDOC of Personnel, Correction Officer Recruit & Parole Officer Recruit job specifications (Attachment L). That is, assess the individual's ability to perform the duties of either the Correction Officer or Parole Officer Recruit classification, per applicable test battery. Follow up evaluation must assess the individual's capabilities to perform all required duties of the job, realizing the stress involved in these positions, as well as, the fact that position will grant the individual access to use of lethal weapons.
- L. The NJDOC expects to conduct oral interview examinations up to four times per month, averaging approximately 40 candidates on each scheduled date, but wishes to retain flexibility on these issues. The NJDOC expects a ratio no more than one psychologist per 12 candidates.
- M. Notice will be provided by NJDOC to the contractor one week in advance of the scheduled evaluation date documenting to vendor how many notifications to candidates have been mailed out regarding appearance for evaluation interviews on a given day.
- N. Liquidated Damage Adjustment Clause: If the required number of psychologists is not provided by vendor within the Stated guidelines, (one psychologist per twelve applicants) then liquidated damages will be assessed to compensate replacement costs in accordance with Liquidated Damages 5.17.
- O. The number of examinations required is dependent upon the number of eligible applicants from NJ Department of Personnel open-competitive lists, manpower needs of the NJDOC and recruits responding to scheduled examinations. A minimum number of examinations cannot be guaranteed.

#### 3.4.2 Testing Schedule:

- a. Evaluation interview sessions will be scheduled during weekdays, Monday to Friday, between the hours of 9:00 a.m. and 5:00 p.m. The primary days used will be the first, second and fourth Fridays and the third Wednesday of each month. The NJDOC of Corrections, however, reserves the right to schedule evaluations requiring 2 – 6 psychologists with two weeks notice at times other than those mentioned above.
- b. There shall be sufficient psychological staff at each evaluation date of so that all applicants will be evaluated on the date that they are scheduled. Appropriately trained personnel must administer all tests and appropriately licensed psychologists must interpret all test results.

#### 3.4.3 Test battery will include:

- a. At least one nationally recognized standardized, objective personality test to assess applicants' emotional stability and likelihood of exercising appropriate judgement in stressful situations. The Inwald Personality Inventory is one such instrument.
- b. Sufficient professional instruments to assess candidates' ability to perform the duties of both Correction Officer and Parole Officer Recruit job titles. The test battery must focus on the stress and independent judgement involved in these positions, as well as the paramilitary work culture and access the individual has to the use of force/lethal weapons. A recognized I.Q. test must also be included as part of the test battery.
- c. Test Center Administration/Time Constraint: Maximum time available for completing the test battery on the part of the test-taker should is four (4) hours during the paper/pencil administration at Phase One pre-employment processing.

### **3.4.4 Additional Information and Requirements**

- a. The contractor must provide a NJDOC/Recruitment Unit Psychological Certification Form, signed by the examining psychologist indicating the applicant's psychological fitness for employment (Attachment).
- b. The examining psychologist shall be available for testimony should a candidate appeal his/her removal for psychological reasons to the NJDOC of Personnel Medical Review Panel, Office of Administrative Law or appellate court. This service is to be included in any initial price quotation for a psychological examination. No additional fees will be paid beyond the initial examination amount. A rough estimate of how many times rejected candidates appealed before the Medical Review Board is approximately 24/year.
- c. Based on recent experience an estimation of assessment volume follows:
  - Test Batteries administered (Phase I/Preliminary Screening) ranges from 2000 – 3000 per year.
  - Individual interviews (Phase 3 level) occur approximately 600 – 1200 times per year.
- d. The NJDOC has sustained an eight percent rate of rejection of candidates based on psychological grounds (from Aug '99 to Jan '01)

### **3.5 Juvenile Justice Commission**

#### **3.5.1 Juvenile Justice Commission Requirements**

This section supplements the RFP requirements and highlights JJC specific requirements unique to this Commission. The Contractor shall be responsible for delivering all of the services identified within this RFP as quoted within its bid proposal submission.

#### **3.5.2 Medical and Dental General Information**

The Juvenile Justice Commission (JJC) is responsible for providing health care for its juvenile population. The objective of this section of the RFP is to procure the service of a qualified Contractor, who can manage and operate a comprehensive health care services program. The contractor must comply with all of State's licensure requirements and must meet the health care standards established by the National Commission on Correctional Health Care (NCCHC).

The JJC is requesting proposals for medical and dental services, mental health services, as well as health care personnel and program support services. These services will be primarily rendered on-site in the **Juvenile Justice Commission (JJC) secure care facilities**. The current population capacity of these facilities totals approximately 756 juveniles. The age range for juveniles in the secure population is 11 to 22 years of age.

The JJC operates Valentine Hall for females, the New Jersey Training School for Boys (NJTSB), the Juvenile Medium Secure Facility (JMSF) for males, and the Juvenile Reception and Assessment Center adjacent to the JMSF. The Hayes Unit comprised of the Stabilization and Reintegration Orientation and the Parole Readjustment Unit. The Wharton Tract is a facility that includes an operational Stabilization and Reintegration Unit.

### **3.5.3 Mental Health**

The Contractor is responsible for ensuring the provision of quality, culturally competent, accessible mental health services to juveniles in the Commission's secure care facilities. This includes ensuring that applicable juveniles are identified at intake and other points in their incarceration through appropriate screening and assessment. The juveniles may exhibit severe acting out behaviors, including violence, aggression and/or antagonism. They may be depressed, suicidal and/or self-destructive, or exhibit psychotic symptoms. They often display highly manipulative behaviors. They lack social skills and may display sexually inappropriate behaviors. They may have a history of psychiatric diagnoses, and be in need of psychotropic medications. They may have experienced physical abuse and sexual trauma. Alcohol and drug abuses are often a part of their history. They may also have experienced extended periods of school non-attendance and present special learning/developmental needs including cognitive limitations. Due to emotional difficulties and related behaviors they often have difficulty adjusting to a Juvenile Justice Commission facility. Those juveniles who critically need access to mental health services because they are experiencing serious problems that interfere with their functioning shall have a mental health treatment plan that is developed and implemented by qualified, trained staff. All youth identified with a significant or severe behavioral, social, emotional and physical factor that may have contributed to their current incarceration status shall have accessible services. Services shall be coordinated and integrated with clinical social workers, case managers and substance abuse counselors employed by the Commission, as well as other staff who work directly with the juveniles.

Services components shall include:

- Psychiatric assessments available to all juveniles
- Psychiatric care available to all juveniles with a history of mental illness
- Psychiatric assessments for involuntary psychiatric commitment
- Psychiatric assessments for the New Jersey State Parole Board
- Psychiatric assessments for administrative purposes
- Psychological intake assessments
- Psychological evaluations for classification committee and court-line needs
- Psychological evaluations for the New Jersey State Parole Board
- Evaluations to address statutory mandates
- Specialized treatment plans for juveniles with a significant mental illness or developmental disability resulting in difficulty functioning adequately in the generic population
- Therapeutic services available to all juveniles
- Suicide prevention program
- Crisis intervention program
- Individual counseling
- Group counseling
- Participation in release planning for special needs juveniles
- Continuous quality improvement plan
- Clinical consultation for Commission employed master's level social workers and substance abuse counselors.
- Training for Commission employees on mental health and developmental issues
- Participation in various classification and case planning meetings

Psychiatrists, psychologists and other mental health clinicians that are properly licensed in their disciplines will provide contracted mental health services. These individuals must also have relevant forensic experience. Availability of these professionals' work hours shall be flexible and designed to adapt to the institutions' needs, structure, and schedule, to include evening hours.

### **3.5.4 JJC Admission Services – Medical Services Intake and Transfer Requirements**

#### **a. JJC - Admission Process**

Most male juveniles entering the JJC will be initially processed at one Reception and Assessment Center at Bordentown. This shall include those juveniles returning as parole violators who will be transferred to the Hayes Unit.

In exceptional cases where an inmate bypasses or is incompletely processed at a reception center, full intake services are to be performed at the assigned institution in accordance with the policies specified in this section.

#### **b. JJC - Intake Screening**

Immediately upon arrival of a juvenile, but in no case more than four hours after arrival, an RN, NP or MD will perform a complete medical screening, to ensure prompt recognition of medical and mental health needs and timely continuity of care. This timeframe shall apply equally at all times, including nights, weekends, and holidays.

The screening will consist of a review of available medical records and applicable admitting information, and an individual confidential interview with the inmate to ensure appropriate medical care. All inmates will be assessed for ectoparasites at this time and prophylaxis will be administered unless medically contraindicated.

The intent of the intake screening is to ensure that medical staff will document and respond to juveniles' medical and psychiatric problems as soon as possible, that medication is obtained, and that referrals for health care and suicide precautions are made as needed. This screening will be documented on the appropriate EMR form.

To assist in the requirements of the Education Department, vision and hearing screening will be performed on all juveniles at reception. Specifications of these requirements will be available to the contractor.

#### **c. JJC - Physical Examination**

At the reception unit and at all future reception units, within 24 hours of admission including weekends and holidays, a physician or APN shall conduct a history and physical examination including but not limited to the following:

- i. Review of information recorded during the intake screening.
- ii. Review of all available medical records supplied by the JJC.
- i. A complete history and physical examination with all findings documented on the appropriate medical record form.
- ii. **Vision and hearing screening for each juvenile.**
- iii. Administration of Mantoux/PPD skins test for tuberculosis or screen for symptoms if past positive per JJC tuberculosis policy. Administration of immunizations (i.e., MMR, DT, Polio and Hepatitis B). Note: See notes re: attachment of policy.
- iv. A pregnancy test shall be administered to all females at intake.
- v. The ordering and initiation of any laboratory tests deemed medically appropriate, to include at a minimum:
  - VDRL/RPR for sexually transmitted diseases.
  - HIV tests shall be administered if desired and consented to by the juvenile, or required by court order. The Contractor shall ensure all applicable juveniles shall

receive pre and posttests counseling by appropriately trained individuals.

- ix. Review all medications and other physician's orders that the inmate is currently receiving **prior to admission.**
- x. **Initiation of orders deemed medically necessary by the ANP or M.D.**
- xi. Assessment of all juveniles for ectoparasites.

**d. JJC - Comprehensive Health Appraisal Medical Services**

At any reception unit, the contractor within 72 hours of admission including weekends and holidays will compile for each inmate an individualized comprehensive health appraisal including but not limited to the following:

- i. The initial history and physical examination, with any available laboratory test results. The APN or physician must record any diagnoses, medication orders, treatment, specialty referrals, etc.
- ii. The initial dental screening documented on the appropriate EMR. Apanoramic x-ray must be completed within 72 hours of admission.
- iii. A Master Problem List by a MD or ANP will be recorded on the appropriate EMR form. If the juvenile has no identified medical/dental/ or ophthalmic problems, that information must be recorded on this form with date, time, and signature of clinician making this entry.
- iv. Order for chest x-ray as a result of the Mantoux/PPD skin test for tuberculosis.

**e. JJC - Follow-up on the comprehensive health appraisal shall include all of the following elements:**

- (1.) Orders must be written for any necessary medication and/or treatment.
- (2.) Appropriate referrals for medical, dental and/or mental health treatment or follow up will be documented and forwarded to the appropriate medical provider within the established continuum care.

**f. JJC - Intrasystem Transfer Screening Medical Services**

Juveniles being transferred between JJC institutions will have the appropriate medical transfer forms completed at the sending institution before departure, and will have their original medical records transferred with them. They are to have immediate contact with a physician, ANP, or RN from the medical staff of the receiving facility. In no case will this occur more than 1 hour from arrival. This contact will include a review of the existing medical summary and an individual confidential medical interview documented on the appropriate EMR form. The transfer summary shall indicate intake evaluations and/or immunizations that have not been completed. All referrals for medical, dental or mental health follow-up are required at this time. Within 24 hours of arrival, excluding Friday PM or Monday AM arrivals, however, medical and dental clinicians will document chart review with appropriate follow-up and/or referrals also to be recorded on the appropriate EMR form.

**3.5.5 JJC - Periodic and Miscellaneous Health Appraisals**

The Contractor shall have a protocol defining the extent of the periodic health assessment, taking into consideration the age, gender and health needs of the population. A MD or APN shall perform periodic health appraisals. Juveniles shall receive an annual health assessment plus all health services listed in Appendix E of the 1999 Standard for Health Services in Juvenile Detention and Confinement Facilities, National Commission on Correctional Health Care standards.

### **3.5.6 JJC - Pre-Release Medical Health Assessment**

Juveniles scheduled for release from direct JJC custody and supervision (i.e. not being sent to a Commission Community Residential Program), will receive a health assessment by an APN/MD approximately 2 weeks in advance of their release date. The contractor will supply a 14-day quantity of any prescribed medication to each releasing juvenile depending upon the individual's circumstances. The Contractor shall provide documentation to After/Parole noting any medication being given to a juvenile including the quantity, dosage and follow up recommendations. The contractor is responsible for scheduling follow-up appointments in the outside community, for any juvenile with a chronic medical condition and/or pending medical need, prior to the juvenile being released. These encounters will be documented on the appropriate EMR forms. Any refusal of this medical examination shall be documented on the appropriate EMR form, the form signed by the juvenile, and filed in the juvenile's medical file. Juveniles being released to any program under the auspices of the New Jersey Department of Human Services shall have a physical examination within 24 hours prior to release, when requested by the receiving program.

### **3.5.7 Vendor Employee Meals**

Due to the secure nature of Commission's facilities, it may be neither permissible nor acceptable for employees to bring food items inside the security perimeter. Movement in and out of the perimeter for meals is often difficult.

The State provides mid-shift meals on-site for State employees. The State intends to provide access to the same meals for the institutionally based personnel of the health care Contractor. The cost of these meals will be the standard rate. The Contractor shall be responsible for the cost of the meals and issuing reimbursement to the Commission's fiscal officer each month.

### **3.5.8 JJC – Therapeutic Community Contract Locations**

- Juvenile Medium Secure Facility (JMSF) 350 Beds (male) & 35 Beds (female)  
Bordentown, New Jersey
- This is New Jersey Training School for Boys (NJTSB) 330 Beds (male)  
Monroe Township, New Jersey

### **3.5.9 JJC- Staffing Matrix**

- Attachment M

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 General**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying Statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### **4.2 Proposal Delivery and Identification**

In order to be considered a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

### **4.3 Number of Bid Proposal Copies**

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit fifteen (15) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidders make and retain a copy of its bid proposal.

### **4.4 Proposal Content**

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

#### **4.4.1 Section 1 - Forms**

##### **4.4.1.1 Ownership Disclosure Form**

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

#### **4.4.1.2 MacBride Principles Certification**

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

#### **4.4.1.3 Affirmative Action**

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

#### **4.4.1.4 Set Aside Contracts**

This is a set aside contract for minority or female businesses. The bidder should provide evidence with its bid proposal of certification as a minority or female business from the New Jersey Commerce and Economic Growth Commission ("Commerce")

This is a set aside contract for small businesses. The bidder must provide evidence with its proposal of current and valid registration as a small business from Commerce or, in the alternative, evidence that it has registered with Commerce as a small business at least one day prior to the due date.

This is a contract with set aside subcontracting requirements. The bidder must return the attached Subcontractor Utilization Plan Form or, in the alternative, the bidder must address the issue of set aside subcontracting in its bid proposal. Upon contract award, the contractor shall report all payments made to all such subcontractors to the State Contract Manager.

#### **4.4.1.5 Bid Bond**

Not applicable to this procurement.

#### **4.4.1.6 Business Registration**

Proof of valid business registration with the Division of Revenue, NJDOC of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

#### **4.4.2 Section 2 - Technical Proposal**

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 RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

##### **4.4.2.1 Management Overview**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State 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 convince the State 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 RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this Section should be designed to convince the State 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 proposal will lead to successful contract completion.

#### **4.4.2.2 Contract Management**

The bidder should describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager or a designee including, but not limited to, status meetings, status reports, etc.

#### **4.4.2.3 Contract Schedule**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### **4.4.2.4 Mobilization And Implementation Plan**

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of March 1, 2002.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation plan for the bidder's health care program during the transition period. This transition phase will be for a period of approximately three months.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of three months from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the three-month period.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

In order to fully implement the contractor by the required start date, successful bidder must submit its **plan for recruitment of staff, both staff required during mobilization and implementation, and staff necessary to provide all services required by the RFP.**

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. during the implementation period and balance of the contract term.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how and on the balance of the contract term.

#### **4.4.2.5 Potential Problems**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.3 Section 3 - Organizational Support and Experience**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

##### **4.4.3.1 Location**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### **4.4.3.2 Organization Chart (Contract Specific)**

The bidder shall include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart shall include the labor category and title of each such individual.

Describe the division of responsibilities, the decision making process, and the reporting relationships between the bidder and its parent(s), affiliate(s), or other divisions. This shall include a discussion of the types of decisions that can be made by staff at the local level and those that must be referred to the parent or corporate office for resolution. The bidder shall answer the following:

Your organization chart shall identify individuals with the authority to make procedural changes and or the authority to redirect or reallocate resources including staff reassignments at the request of the State.

##### **4.4.3.3 Resumes**

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes shall clearly identify previous experience in completing similar contracts. Beginning and ending dates shall be given for each similar contract. A description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder shall include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder shall include a recruitment plan for such personnel. Such recruitment plan shall demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

#### **4.4.3.4 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 must be clearly identified as backup staff.

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

#### **4.4.3.5 Organization Chart (Entire Firm)**

The bidder shall include an organization chart showing the bidder's entire organizational structure. This chart shall show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

A staff organizational chart that identifies the major operational components of the bidder's organization and the lines of authority, responsibilities, including the relationship among the local corporate offices; separate charts shall be provided for each functional area or discipline. The organization chart shall include names showing management, supervisory and other key personnel. The chart shall include the labor category and title of each such individual.

Any subcontractor's organization chart shall include names showing management, supervisory and other key personnel. The separate chart for each service or function shall include the labor categories and titles of all individuals, as well as their reporting authority.

#### **4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope**

The bidder shall 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 the services required by this RFP. Emphasis shall be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts shall be included and show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder shall provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates shall also be given for each contract.

#### **4.4.3.7 Financial Capability of the Bidder**

The bidder shall provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial Statement for the most recent fiscal year and current bank reference(s) are acceptable.

#### **4.4.3.8 Subcontractor(s)**

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(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.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.3.8.3 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 subcontractor is designated to perform.

4.4.3.8.4 The bidder shall provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.4 Section 4 - Cost Proposal**

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm for a minimum of ninety (90) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

## **5.0 CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 Precedence of Contractual Terms and Conditions**

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

**Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.**

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

**In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.**

### **5.2 Performance Bond**

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

### **5.3 Business Registration**

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

### **5.4 Contract Term and Extension Option**

The term of the contract shall be for a period of three years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or any part of one year with the total extensions not to exceed six years, by mutual written consent of the contractor and the Director.

### **5.5 Contract Transition**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than 180 days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## **5.6 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 State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## **5.7 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 the Director.

## **5.8 Contractor Responsibilities**

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

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 the 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's performance of this contract.

## **5.9 Substitution of Staff**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will 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 substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's 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.

## **5.10 Substitution or Addition of Subcontractor(s)**

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must 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 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 proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

### **5.11 Ownership of Material**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the 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, 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.

### **5.12 Data Confidentiality**

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

### **5.13 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 Director.

### **5.14 Advertising**

The contractor shall not use the State'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 Director.

## **5.15 Licenses and Permits**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## **5.16 Claims and Remedies**

### **5.16.1 Claims**

The following shall govern claims made by the contractor regarding contract award recision, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

### **5.16.2 Remedies**

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

## **5.17 Late Delivery and Liquidated Damages**

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

## **Section 3.1 Medical and Dental Services**

The State will only pay for service hours provided by the contractor. Whenever the contractor does not



provide the required staff at the specified job title, the State will deduct the appropriate hourly rate for each service hour not provided from the contractor's monthly invoice.

**Section 3.2 Mental Health and Sexual Offender Services**

The State will only pay for service hours provided by the contractor. Whenever the contractor does not provide the required staff at the specified job title, the State will deduct the appropriate hourly rate for each hour not provided from the contractor's monthly invoice.

**Section 3.3 Substance Use Disorder Treatment**

**Staffing:** The State will only pay for service hours provided by the contractor. Whenever the contractor does not provide the required staff at the specified job title, the State will deduct the appropriate hourly rate for each service hour not provided from the contractor's monthly invoice.

**Training:** The Contractor shall be expected to comply with all of the specified training requirements. Any failure to meet training hours directly correlates to the level of treatment provided to the participants who reside in the specified treatment beds. In other words, the percentage of treatment compliance is directly related to the percentage of treatment services. The level of training hours provided will be determined by program based on the complement of personnel at that program as specified by the staffing matrix (Appendix K). The total annual number of training hours required for each position is specified in the training matrix (Appendix K).

In addition to the submission of training documentation on a regular basis, training compliance will be monitored twice annually at the fifth and eleventh months. The end of the following 30 days or at the six and twelve month periods expects full compliance. The percentage of training hours completed at these points in time will be calculated as follows:

Percentage of Training Compliance =

$$\frac{\text{Total training hours completed during the period (including Trainee's hours)}}{\text{Total training hours expected for the period less Trainee's hours}}$$

Should the vendor fall below one-hundred percent training compliance it must provide a corrective action plan to address the training shortfall for NJDOC approval and take all necessary steps to be in compliance by the end of the six or twelve month period. After the 30-day period within which to attain compliance, in absence of a NJDOC approved corrective action plan, the payment to the vendor will be reduced based on the following formula on a daily basis until compliance is achieved.

Payment Reduction (Daily)=

$$(1 - \text{Percentage of Training Compliance}) \times \text{Daily Bed Cost} \times \text{Number of Beds in the Program}$$

$$\text{Where the Daily Bed Cost} = \frac{\text{Total Annual Cost of Total Program}}{\text{Total Program Beds} \times 365}$$

Note: since required training hours for the Trainee position are not included in the denominator but are within the numerator of the calculation of the Percentage of Training Compliance, it is possible to achieve

a greater than one-hundred percent figure. The vendor will not be reimbursed at any percentage above one hundred percent.

### **Section 3.4 Psychological Evaluation for Correction and Parole Officer Recruit**

The State will only pay for the recruit examinations rendered. Whenever, the contractor cancels an exam it is the contractor's responsibility to reschedule the examination. The contract is solely responsible for all of the costs associated with rescheduling the examination.

### **5.18 Retainage**

Not applicable to this procurement.

### **5.19 State's Option to Reduce Scope of Work**

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

### **5.20 Suspension of Work**

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the 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 the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### **5.21 Change in Law**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### **5.22 Additional Work and/or Special Projects**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal shall 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 proposal.

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost 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 bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the 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 State Contract Manager to the Director must all 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 (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. 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 done without the Director's written approval.

### **5.23 Form of Compensation and Payment**

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of

Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices shall reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **SPECIAL NOTICE ON CONTRACTOR PAYMENTS: Medical, Dental, Mental Health and Sexual Offender Services**

- a. Payment to the contractor shall be made monthly and based on the price lines quoted in its proposal. Payments will be made for all inmates in NJDOC custody and for State inmates in county jails that meet the contract requirements on the invoice to NJDOC. The amount of compensation shall be 1/12 of the annual per capita rate, times the Average Daily Population for the month, minus identified adjustments to compensation and the amount to be paid directly to hospitals by the NJDOC.

- b. The average daily population will be calculated by the NJDOC and communicated to the contractor by the tenth working day of the succeeding month. Adjustments to compensation will also be communicated by that date.
- c. The contractor shall submit separate bills to NJDOC for services rendered during the preceding calendar month. Invoices shall reflect the Average Daily Population, the appropriate per capita rate, adjustments, and the amount owed to hospitals.
- d. NJDOC shall be entitled to reimbursement for all over payments to the contractor. The NJDOC shall adjust its last payment to the contractor under this agreement to reflect reimbursement for such overpayments.
- e. The State shall make direct payments to SFMC and other hospitals for the inpatient and outpatient treatment of inmates. Contractor shall identify in its monthly invoices the amounts owed to hospitals. The State shall make direct payments and deduct the amount from the compensation to the contractor.
- f. The State will monitor the Contractor's performance in a continuous and ongoing effort to ensure that all requirements are being met in full. Primary responsibility for this monitoring effort will reside with the Quality Assurance Program of the NJ DOC, Division of Operations, Health Services Unit. Examples of Categories of Adjustment to Compensation follow:
  - 1. Objective Performance Criteria (Appendix A)
  - 2. Staffing Requirements (Appendix B)
  - 3. Transportation and Security Costs (Appendix F)
  - 4. NCCHC Accreditation
- g. Once the contractor is notified of adjustments to compensation, the adjustment will be deducted from the following month's compensation. All credits due based upon appeal will be made to the contractor at the following month's compensation. Neither adjustments nor credits will be subject to interest payment.

**SPECIAL NOTICE ON CONTRACTOR PAYMENTS:  
Substance Use Disorder Treatment**

- Basis for Payment - Payment to the contractor shall be made monthly and will be based on the price quoted in its proposal and subsequent contract. The contractor shall submit separate bills by program to the NJDOC for services rendered during the preceding calendar month. It is the contractor's responsibility to adjust the payment request to reflect deductions for services not provided during the period.
- Accounting and Payment of Invoices - The contractor shall ensure that a procedure is in place for a timely payment of all invoices relating to treatment services rendered. Bill paying practices that reflect negatively on the NJDOC will require review and may result in the withholding of compensation until the payment situation is resolved.
- Reimbursement for Overpayments - At the end of the agreement term, the NJDOC shall be entitled to reimbursement for all over payments to the contractor. The NJDOC shall adjust its last payment to the contractor under this agreement to reflect reimbursement for such overpayments.

- **Contract Compliance Monitoring** - The State of New Jersey will monitor the contractor's performance in a continuous and ongoing effort to ensure that all expectations are being met in full. Primary responsibility for this monitoring effort will reside with the NJDOC.
- **Staff Vacancies/Absences** - Part of the success of the prison based treatment program is related to the ratio of staff to participating inmates. A substantial and prolonged duration where the ratio increases above what is indicated in the program specifications will be deemed as non-compliant.
- **The NJDOC has also placed an importance in the proper and ongoing training of program staff.** A substantial and prolonged duration where the training program requirements specified are not provided by the contract will be deemed as non-compliant.
- **The contractor shall only be reimbursed for the actual services rendered.**

#### **5.24 Contract Termination for Deficient Performance**

In addition to the adjustments to compensation resulting from any performance deficiencies documented through the monitoring of the Objective Performance Criteria, the State will calculate an overall level of contract compliance, using selected critical indicators. This will be calculated quarterly, based upon the average of the compliance level documented for each of the selected critical indicators. Selected critical indicators are those marked in the Objective Performance Criteria Manual as Critical Indicators.

Following each evaluation quarter, the NJDOC Health Services Unit will inform the vendor of the overall average level of contract compliance that was calculated. If the overall average level of compliance should fall below 80% for three successive quarters, the State will be authorized to promptly terminate the contract with the contractor. The State will be entitled to seek services elsewhere and may access the Performance Bond, to cover the costs involved in such a transition. The provisions of this section, as well as the notice of quarterly overall average level of contract compliance, will serve as advanced and adequate notice to the vendor regarding such termination.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 Proposal Evaluation Committee**

Proposals may be evaluated by an Evaluation Committee composed of members of affected NJDOC and agencies together with representative(s) from the Purchase Bureau. 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 in an advisory role.

### **6.2 Oral Presentation and/or Clarification of Proposal**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 Evaluation Criteria**

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

- 6.3.1** The bidder's general approach and plans in meeting the requirements of this RFP.
- 6.3.2** The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.3** The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.
- 6.3.4** The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5** The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### **6.3.6 The bidder's Cost Proposal**

### **6.3.7 Evaluation Criteria – Substance Use Disorder Treatment -Therapeutic Community**

The contractor must demonstrate in its proposal that it can meet the NJDOC's goal of treating its substance use disorder inmate population via the Therapeutic Community treatment model. Upon receipt, a committee appointed by the Division of Purchase and Property of the New Jersey Department of Treasury will evaluate the proposals. Bids will be assigned a numerical grade by each member of this committee. The following areas must be fully addressed in the proposal.

- **Qualifications and Experience** - The contractor must clearly articulate its capacity to provide the Therapeutic Community treatment services outlined in this request for proposal. The provider's Therapeutic Community treatment experience shall be fully outlined in the proposal including location of prior and/or ongoing Therapeutic Community services and length of time in the field. References should be provided to document past experience in providing Therapeutic Community treatment services, especially in a large and diverse prison system.
- **Knowledge and Commitment** - The contractor must be able to clearly illustrate an understanding of, and a commitment to the Therapeutic Community theory, practice and structure and have written policies and procedures including a program philosophy consistent with the Therapeutic Community perspective on community as method. The treatment model and approach must be detailed in the proposal.

The contractor is further expected to be prepared to be in compliance with any accreditation standards pertaining to prison based Therapeutic Communities that may be promulgated subsequent to the issuance of this request for proposal. It is anticipated that the American Correctional Association will be releasing such standards in the near future (please reference - The Prison Based TC Standards Development Project – Phases I, II and III, Executive Office of the President, Office of National Drug Control Policy. Phase II is included in Appendix H , Phase III pending publication). The applicant must indicate the capacity/resources it has to assure that the program will meet standards. Note that the treatment provider will be required to meet any accreditation standards within eighteen months of their promulgation without any additional cost to this contract.

- **Management Oversight** - The contractor's overall organizational and management structure must be outlined, specifically addressing the oversight role of management to ensure quality treatment. The NJDOC has recognized that the treatment provided must conform closely to the model and standards as developed by the experts in the field and as supported by favorable outcomes in the research literature and views the contractor's oversight of the project as key to achieving success. The submitted proposal must indicate how contractor management will ensure adherence to model standards across all programs. The contractor should indicate the management resources it will commit to the project including staff, credentials and distribution and percentage of time. The contractor will be required to document management/oversight activities and frequently share this documentation with the NJDOC.
- **Training** - The contractor must indicate how it will ensure that training measures required and outlined in the project specifications will be achieved. A detailed training plan including strategy and approach must be included with the proposal submission.

- **Record Keeping** - The contractor must be able to demonstrate that it has the capability and will have a system in place to properly manage the record keeping requirements listed in this proposal. This should encompass all record keeping matters including the collecting, recording, tracking and filing of assessment tools, progress instruments, treatment plans, community applications, etc.

#### **6.4 Contract Award**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.



**7.0 BIDDER DATA SHEETS BIDDER(S)' CAPABILITIES, ORGANIZATIONAL SUPPORT AND EXPERIENCE/TECHNICAL PROPOSAL**

Not applicable to this procurement.

**8.0 PRICE SHEET(S) AND SUPPORTING DETAIL**

The bidders are to complete each line on the attached price sheet that is applicable to the services required by the State within this RFP. The pricing information format follows:

Section 3.1 Medical an all-inclusive per annum per capita rate for each inmate and all-inclusive hourly rates for the job titles that support these functions.

Section 3.2 Mental Health an all-inclusive per annum per capita rate for each inmate and all-inclusive hourly rates for the job titles that support these functions.

Section 3.3 Substance Use Disorder Treatment all-inclusive hourly rates for the job titles that support the functions detailed in Appendix K.

Section 3.4 Psychological Exams the unit individual cost for all correction and parole officer recruit tests.

Note: Bidders submitting quotations on more than one section of this RFP, are encouraged to offer the State percentage discount off their prices. The State will evaluate any such bid submissions in two ways: 1) as an individual bid for each specific Section within the RFP; and 2) deducting the percentage discount offered by the bidder. Then the State will compare both sets of pricing with the other bids.

## 9.0 EXHIBITS/ATTACHMENTS

### APPENDIX A – OBJECTIVE PERFORMANCE CRITERIA:

It is the active intent of the State of New Jersey to monitor the contractor's performance in a continuous and ongoing effort to ensure that all requirements are being met in full. These expectations are based on the specific terms of the New Jersey Administrative Code, the current standards of the NCCHC, the Inmate Medical, Dental, Mental Health and Sexual Offender Treatment Contract and current Policies and Procedures. Primary responsibility for this monitoring effort will reside with the Quality Assurance Program of the NJ DOC, Division of Operations, Health Services Unit. Quality Assurance (QA) teams will conduct audits at each institution to assess the adequacy and timeliness of healthcare provisions. Team members will be trained in the specific area of their audit. Audits will systematically assess the contractor's performance by means of medical record reviews and direct observations of medical records, logs, manuals, critical incident reports and other appropriate sources. Observed performance will be compared with pre-established performance criteria. These criteria, along with the parameters for measuring the contractor's degree of success in achieving them are the subject of the attached documents.

Each audit may be performed as often as quarterly at each institution, will be scheduled in advance, and may last for several days. The contractor will provide access to the Health Services Unit and Quality Assurance staff as required, all medical/dental/mental health records, logbooks, staffing charts, time reports, inmate grievances, and other requested documents required to assess contractor performance. Such activities may be conducted in medical NJDOC space but will be conducted in a manner so as not to disrupt the routine provision of inmate healthcare. When necessary, NJ DOC custody and/or administrative records will be utilized to establish facts or corroborate other information.

General requirements applicable to all inmates will be assessed via a data review of a 5%-20% sample of the inmates at an institution, selected randomly (via computer-generated random lists). Other requirements, relevant to a segment of the inmate population, may be monitored by a higher percentage (up to 100%) of the records of a sub-population (i.e., Special Needs or Chronic Care roster, pregnant inmates, etc.). At the conclusion of an audit, Quality Assurance staff will share the preliminary results with contractor's on-site administrator/designee at an exit interview. Areas in which performance deficiencies have been found may be re-examined in the subsequent quarter in order to gauge progress towards satisfactory performance.

For each element reviewed, an adjustment to compensation has been specified. The implementation of this formula results in a monetary amount to be withheld from the compensation to the contractor for substandard performance in the audit areas. The contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment.

The manual of Objective Performance Criteria outlines areas that are subject to adjustment to compensation. Criteria are subject to change based on updated legal or policy mandates. The contractor will be given one quarter to prepare for any new or changed criterion. Audits will begin effective October 1, 2002. The results of the October, November and December 2002 audits will be informational only and will not result in an adjustment to compensation. Adjustments to compensation will be effective with the audits performed beginning January 2003.

Copies of completed audits will be forwarded to the Contractor's Central Office, New Jersey Department of the Treasury, Purchase Bureau, Division of Purchase and Property, and NJDOC Administration. Contractor may dispute the findings via appeal to the Appeals Committee appointed by the New Jersey Department of the Treasury, Division of Purchase and Property, Contract Compliance and Administration Unit.

## APPENDIX B – MINIMUM STAFFING REQUIREMENTS

It is expected that the contractor shall maintain at a minimum staffing in accordance with the following staffing matrices and the CF v Terhune Settlement Agreement Ratios. The FTE's and hours assigned to each position may only be changed, except for CF hours which are court mandated, if agreed upon by the NJDOC Staffing Review Committee and the contractor.

- a. First, the "RFP Minimal Staffing Requirement" Matrices for each institution identifying only administrative, psychiatry, mental health nursing, medical and dental positions.
- b. Second is the "Justification for psychiatric, non- CF duties", followed directly by the grid
- c. Third "Justification-Staffing Needs for Non-CF Inmates" (narrative and grid) which provides an explanation for one of the Mental Health Staffing Components.
- d. Fourth is the "Justification for the Monthly Non-CF Duties/Minimal Required FTE's" which is followed directly by the "Monthly Non-CF MH Duties- Minimal Required FTE's".

The staffing ratios for mental health programs, separate from the above noted "Non-CF" Duties, are specifically listed in the CF v Terhune Consent Decree. A brief description of these staffing requirements include:

### Outpatient:

- Psychiatrist Coverage = 125 inmates per 1 FTE Psychiatrist- Psychologist or LCSW Coverage = 50 inmates per 1 FTE Psychologist or LCSW-

### Crisis Stabilization Unit-

- Psychiatrist Coverage = 35 inmates per 1 FTE Psychiatrist
- Psychologist Coverage = 50 inmates per 1 FTE Psychologist-
- LCSW Coverage = 25 inmates per 1 FTE LCSW -

### Residential Treatment Unit and Transitional Care Units =

- Psychiatric Coverage = 75 inmates per 1 FTE Psychiatrist -
- Psychologist Coverage = 30 inmates per 1 FTE Psychologist-
- LCSW Coverage = 25 inmates per 1 LCSW-
- Occupational Therapists = 30 inmates per 1 Occupational Therapist-

These staffing matrices and ratios address only the minimum staffing requirements. The contractor shall ensure that staffing levels are sufficient to perform all services as outlined in this RFP. The NJDOC recognizes the current status of nursing availability and requires the contractor to maintain an adequate staffing force to provide all services as outlined in this RFP. Failure of the contractor to provide appropriate qualified staffing to meet the requirements of the staffing Matrix may result in termination of the contract and/or adjustments to compensation as outlined in the Objective Performance Criteria Manual, or any other remedies available to the State pursuant to law and under this contract..

Bidders will commit to maintain workforce for each clinical discipline at each facility that favors full time positions to part time positions.

The Bidder shall submit in it proposal a Matrix staffing by discipline itemizing hourly rate range (fee for service) and benefit package costs. Adequate hourly rates, fee for service and benefits package shall be offered to potential candidates. The State reserves the right to advertise for professional candidates, should the contractor fail to provide the required staffing levels

Replacement for usage of benefit hours or vacancy will be managed in the following manner. Personnel of the same or higher discipline or profession will replace primary care physicians, nurse practitioners, registered nurses, licensed practical nurses, psychiatrists, psychologists, licensed clinical social workers, and occupational therapists. These hours may be provided by overtime-additional hours for part-time staff, or by PRN coverage. Replacement hours must be provided on the same shift on the same day as the hours originally scheduled to be provided.

All replacement personnel shall be subject to NJDOC administrative approval through the NJDOC Staffing Review Committee. The New Jersey Department of the Treasury must approve all changes in subcontractors. Compensation to the contractor will be adjusted for all required staff not provided.

#### **APPENDIX C – LEGAL MANDATES**

This information will be made available to at the NJDOC Document Review Room:

- Roe v. Fauver
- CF v. Terhune
- Rouse v. Terhune
- Megan's Law
- Co-Pay Law
- Forensic Testing
- Lugo v. Middlesex et al.

#### **APPENDIX D – NEW JERSEY ADMINISTRATIVE CODE, TITLE 10A**

This information will be made available to at the NJDOC Document Review Room:

#### **APPENDIX E – NJDOC POLICY AND STANDARDS**

This information will be made available to at the NJDOC Document Review Room:

- Inmate Co-Payment for Eligible Health & Dental Care
- Tuberculosis
- Tick-borne diseases
- Bloodborne Pathogens
- Advanced Directives

NJDOC Standards:

- 303
- NJDOC Monthly Indicator Report
- NJDOC Policy for Employee work related injuries

#### **APPENDIX F – NJDOC –INFORMATION INSTITUTIONAL PROFILES**

Provided as an attachment to this document

**Locations and Directions to NJDOC Facilities**

Provided as an attachment to this document

## **APPENDIX G – NJDOC RESIDENTIAL COMMUNITY RELEASE PROGRAMS**

Provided as an attachment to this document

## **APPENDIX H – THE PRISON BASED TC STANDARDS DEVELOPMENT PROJECT, EXECUTIVE OFFICE OF PRESIDENT, OFFICE OF NATIONAL DRUG CONTROL POLICY ON THERAPEUTIC COMMUNITIES IN CORRECTIONAL SETTINGS**

This information will be made available to at the NJDOC Document Review Room:

## **APPENDIX I – THERAPEUTIC COMMUNITY CLIENT ASSESSMENT SUMMARY (CAS) STAFF GENERATED STAFF ASSESSMENT SUMMARY (SAS) CLIENT ASSESSMENT INVENTORY (CAI)**

This information will be made available to at the NJDOC Document Review Room:

## **APPENDIX J – ENTERING SECURITY PERIMETERS OF NJDOC' FACILITIES – NJDOC POLICY**

This information will be made available to at the NJDOC Document Review Room:

## **APPENDIX K Staffing and Training Matrices**

### **Substance Use Disorder Treatment Services – Staffing Matrix**

#### **General**

The vendor is expected to include in its proposal the *weekly cost per position* inclusive of all project related costs (salary, training, equipment, etc.) for each position proposed under this contract.

The contractor is responsible to provide the staff necessary to meet all treatment elements and requirements of this contract in addition to meeting the minimum required staffing ratios.

#### *Minimum Staffing Matrix - Therapeutic Community*

The following represents one possible staffing configuration for the delivery of Therapeutic Community treatment services and should be used as a guide in developing the staffing structure for the proposal.

All personnel hired should represent a blend of backgrounds including Therapeutic Community successful completers, recovering and non-recovering staff and degreed professionals (employment of ex-offenders is subject to Dept. of Corrections' approval).

#### **Caseload Ratio**

Clinical staff caseload ratio shall not exceed 20 to 1

**APPENDIX K – continued**

**Hours of Operation/Work Hours**

Therapeutic Community programming shall occur between the hours of 7:00am and 9:00pm weekdays and 7:00am and 5:00pm weekends (within institutional restrictions). The vendor must provide the proper coverage, including supervisory coverage for this time period.

The positions shall be full time working 40 hours per week exclusive of the meal period. On call staff (24 hours per day) must also be indicated.

**Positions**

	EMCFW	GSYCF	MYCF	NSP	RSP	SWSP	SSCF
<b>Program Director</b>	1	1	1	1	1	1	1
<b>Supervising Clinician/Unit Director</b>	1	3	1	1	1	4	1
<b>Senior Counselor</b>	1	6	1	1	1	8	1
<b>Counselor</b>	-	16	2	2	3	12	3
<b>Administrative Assistant</b>	1	1	1	1	1	1	1
<b>Trainee</b>	1	1	1	1	1	1	1

*Qualifications (Program Director):*

Bachelors Degree  
 At least 3 years TC experience  
 At least 3 years supervisory experience  
 At least 5 years counseling experience  
 Sober and crime free for at least 5 years  
 Licensure preferred: CCS, CDAC or CJC

A Masters Degree may substitute for 1 year of TC, supervisory and/or counseling experience

*Qualifications (Supervising Clinician/Unit Director):*

Bachelors Degree and  
 At least 1 year TC experience  
 or  
 High School Diploma/GED and  
 At least 3 years TC experience  
 At least year supervisory experience  
 At least 3 years counseling experience  
 Sober and crime free for at least 4 years  
 Licensure preferred: CCS, CDAC or CJC

*Qualifications (Sr. Counselor, Counselor, Admin. Assist. and Trainee):*

Vendor must identify and provide documentation on the minimum qualifications/experience Required for these positions in order to run a successful program.  
 Personnel should obtain Therapeutic Community Certification either prior to or shortly after coming on board.

## APPENDIX K – continued

EMCFW: Edna Mahan Correctional Facility for Women - 60 Beds  
GSYCF: Garden State Youth Correctional Facility - 508 Beds/3 Units  
MYCF: Mountainview Youth Correctional Facility - 88 Beds  
NSP: Northern State Prison - 96 Beds

RSP: Riverfront State Prison - 117 Beds  
SWSP: South Woods State Prison - 496 Beds/4 Units  
SSCF: Southern State Correctional Facility - 90 Beds

Current programming - the Department reserves the right to shift beds/locations with incurring additional costs to the contract

### Substance Use Disorder Treatment Services - Training Matrix

#### *Training Matrix - Therapeutic Community*

##### **General**

Training of staff is a key element in the successful delivery of treatment services under the Therapeutic Community treatment modality. The contractor is expected to provide an ongoing training plan in the proposal that addresses staff training needs (new and existing employees).

##### **Basic Training (24 hours for all positions twice annually)**

All staff will be required to attend a didactic orientation training on the theory, model and method of the Therapeutic Community treatment program totaling 24 hours over a three day period. The training provider must be recognized in the field as being qualified to instruct the treatment model as described in these specifications (example: Center for Therapeutic Community Research, National Development Research Institute).

Each employee shall be trained upon joining the staff, initially by senior personnel as listed in the section below, followed by the formal three day (24 hour) didactic instruction. The formal training shall take place within six months of the hire date depending on how often the training is offered by the external vendor. All employees will be also be required to attend the basic orientation training on an annual basis to keep current with emerging trends.

##### **Train the Trainer - Clinical Supervisor/Unit Director (40 hours for this title only - one time)**

One of the responsibilities of the Clinical Supervisor/Unit Director at each program will be the delivery of training to other staff based on 'train the trainer' instruction required as part of this request for proposal. Each Clinical Supervisor/Unit Director will be required to attend an in depth experiential training in Therapeutic Community treatment offered by a vendor qualified in this area of training (40 hours over a five day period). Once trained, the Clinical Supervisor/Unit Director shall be qualified to train other staff on-site in specific areas relating to the model.

The Clinical Supervisor/Unit Director will also provide basic orientation training to new hires (16 hours) in advance of the external basic/orientation training. This shall occur within two weeks of employment.

**In-house Orientation and Ongoing Training from the 'Train the Trainer' (16 hours orientation and 150 hours on-going to all positions with the exception of the Clinical Supervisor/Unit Director)**

**APPENDIX K – continued**

The contractor shall outline the on-site/program based training schedule in its training plan. The Clinical Supervisor/Unit Director shall provide up to three hours per week of ongoing training

Equating to 150 training hours per year plus orientation training totaling 16 hours for all employees.

The Clinical Supervisor/Unit Director can present the information at staff meetings or as part of a working lunch to provide this as a way to minimize the amount of training hours away from the program, and at the same time, relate the training experience to events that occurred during recent treatment activities.

Note that this responsibility has been assigned to the Clinical Supervisor/Unit Director position. If an alternative staffing structure is employed or the program is such where either the Program Director and/or Senior Counselor is acting in that capacity, the appropriate position within the staff complement to perform this function should be identified.

*Cross training (16 hours for all positions twice a year).*

The contractor shall include in its training plan provisions for cross training of treatment and institutional/custody staff every six months (16 hours over two days). The treatment provider will cover the clinical piece including the training of all staff and the NJDOC will address the custody perspective. This cross training will help foster a mutually productive and supportive in-prison treatment atmosphere.

*Training Documentation*

The contractor is expected to maintain specific documentation in reference to its ongoing training activities as follows:

The contractor shall provide the name of the source and number of hours of the training to the NJDOC and include reading requirements where applicable

The contractor shall maintain copies of the various bona fide curricula and/or other materials used in training received by staff.

The contractor shall document all on-site training hours provided by the Clinical Supervisor including which staff was trained and the training format

*Training Matrix - Total Training Hours per Year*

	positions	Basic Training		Train the Trainer		Train the Trainer Recipients		Cross Training	
		hours	total	hours	total	hours	total	hours	total
Program Director	7	48	336	0	0	166	1,162	32	224
Supervising Clinician/Unit Director	12	48	576	40	480	0	0	32	384
or Counselor	19	48	912	0	0	166	3,154	32	608
Counselor	38	48	1,824	0	0	166	6,308	32	1,216
Administrative Assistant	7	48	336	0	0	16	112	0	0
Trainee	7	48	336	0	0	166	1,162	32	224
			152						
			4,320		480		11,898		2,656



**APPENDIX L – PSYCHOLOGICAL EXAMINATION FOR CORRECTION AND PAROLE  
OFFICER RECRUITS**

**New Jersey NJDOC of Personnel Job Specifications for Correction Officer and Parole Officer Recruits**

**Located in the NJDOC Document Review Room**