

**DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES**

Facilitator of Behavioral Health Home Learning Community (RLI)

Take notice that the Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS) hereby announces the availability of funds to obtain the services of a facilitator to assist DMHAS in the development of a Behavioral Health Home (BHH) Learning Community (LC).

Background:

The Patient Protection and Affordable Care Act (PPACA or ACA), better known as “Health Care Reform”, was signed into law by President Obama in March 2010. The ACA includes Section 2703 entitled, “State Option to Provide Health Homes for Enrollees with Chronic Conditions.” Through this provision, states can elect to include Health Homes as part of their Medicaid State Plan thereby receiving additional Federal funds for Health Home services.

By delivering integrated and preventative care, Health Homes are expected to produce positive physical and behavioral health outcomes and decrease costs. The DMHAS and the Children’s System of Care (CSoC) are seeking to develop BHH projects that will focus on the behavioral health and medical care needs of those individuals with the chronic conditions of serious mental health and severe emotional disturbance as well as high utilization of medical and behavioral health services.

A professional LC is an extended learning opportunity to foster learning among providers within a particular field or area of practice. To encourage and facilitate the development of BHH capacity, DMHAS will develop a BHH LC. Each provider organization that participates in the LC will be expected to develop a BHH implementation plan which will demonstrate the capacity to implement the BHH services when the State’s Section 2703 Health Home service is approved by the Centers for Medicare and Medicaid (CMS).

Synopsis:

DMHAS seeks one (1) qualified individual or organization to work cooperatively with DMHAS and CSoC staff to:

1. Prepare for the LC to become oriented to the design and implementation requirements for the BHH service in New Jersey and review the state’s current information on the BHH service, including but not limited to, the BHH Concept Paper, Approved and Draft State Plan Amendments (SPA), provider Request for Letters of Interest.
2. Work with the state to identify minimum requirements for participation in the LC.
3. Develop and submit to DMHAS a structured curriculum for the LC that will enable the participant agencies to build the capacity that they need to become certified as a BHH.

4. Use that curriculum to facilitate the learning process with a group of three (3) to six (6) agencies.
5. Use the LC, as well as individual technical assistance, to assist each agency in the development of a full implementation plan. This plan will include the BHH clinical and funding model which, when implemented, will lead to state certification as a BHH and will assist the provider agencies to qualify for NCQA, JCHAO, CARF or other national certification as a Health Home.
6. Assure that each agency's final BHH plan includes, at minimum: a full clinical model, a feasible budget, plans for appropriate staffing, identified partners and affiliation agreements or letters of interest from area hospitals, plans for implementation of Evidenced Based Practice(s) related to the integration of services, management of organizational change, the development of the necessary information technology, and desired consumer outcomes.
7. Identify readiness of each participating agency for implementation of their plan. Include a reasonable timeline for the implementation based on the agency's readiness.
8. Prioritize areas of the implementation plan critical for startup functions of the BHH, as timing of CMS approval of the state's BHH services may require that BHH services begin before full implementation of the plan. .
9. Assure that the implementation plan and agency capacity building are congruent with the national certifications for Health Home services.

Required Applicant Qualifications:

Applicants for this position must:

1. Have a background in public, primary or behavioral health services.
2. Have demonstrated knowledge of and/or experience in the implementation of integrated primary care and behavioral health care services.
3. Demonstrate knowledge of the primary care system, especially as it relates to the medically needy.
4. Demonstrate knowledge of the behavioral health system in New Jersey.
5. Have experience in leading or facilitating a LC or similar collaborative learning experience.
6. Have knowledge of Electronic Health Records and Health Information Exchanges.
7. Have knowledge of evidenced based practices
8. Not be an employee, consultant or subcontractor of any DMHAS funded provider, or immediate relative of same.
9. Agree to the attached DHS Terms and Conditions.

DMHAS/CSoc may request an interview with applicant prior to awarding the contract.

Responsibilities/Deliverables of Facilitator:

1. Completion of a document that describes the BHH LC process, timeline and member expectations;
2. Development of a BHH LC curriculum and process that is submitted to and approved by DMHAS/CSoc prior to start of the Learning Community;

3. On site and telephonic meetings with providers chosen for the LC;
4. Training for LC participants on relevant issues; and
5. Ten to twenty agencies per LC will complete a BHH Implementation plan, specific to their community, that is realistic, achievable and when implemented will qualify the agency to provide BHH services.

Amount of Funding Available:

By submitting an application package, if awarded the contract, applicant is committing to fulfill project responsibilities and provide all project deliverables regardless of number of hours estimated at set hourly rate for individual responsibilities/deliverables. Total contract will not exceed total of \$50,000. Actual funding levels will depend on the availability of funds specific to this announcement as well as funds for the BHH expansion, satisfactory performance, as well as compliance and completion of all required/requested reports.

Application Package:

To be considered, all applicants must submit the following information:

1. Cover letter indicating name, phone number, tax identification number (may be social security number);
2. Resume;
3. Copy of any licenses/credentials/degrees pertinent to this scope of work;
4. List of references with contact information, including a self-disclosed list of any relationship to a DMHAS prevention, treatment or recovery agency;
5. A sample curriculum developed or used previously. Please be specific about your role with the curriculum (e.g. who/how developed, how often used, outcome);
6. Description of organization's role and the outcome in one or more Learning Communities or similar learning experience;
7. Appendix 1 consisting of completed estimate of time needed for the project and per hour charge, itemized by bulleted items listed in the Responsibilities/Deliverables of Facilitator section above;
8. Signed DHS Terms and Conditions;
9. Complete the 17 page Division of Purchase and Property Packet; and
10. Complete W-9 form.

DMHAS will not accept any applicant package for review that does not include all items requested.

Note: If selected by DMHAS, completion of additional paperwork is required in order for payment to be rendered.

To apply, please send one (1) original and three (3) copies of your completed package by:

United States Postal Service, to:

Alicia Meyer
New Jersey Department of Human Services
Division of Mental Health and Addiction Services
P.O. Box 700
Trenton, NJ 08625-0700

UPS, FedEx, other courier service or hand delivery, to:

Alicia Meyer
New Jersey Department of Human Services
Division of Mental Health and Addiction Services
222 South Warren Street, 4th floor
Trenton, NJ 08608

Please note that if you send your application through United States Postal Service two-day priority mail delivery to the DMHAS' P.O. Box, your package may not reach DMHAS in two days. In order to meet the deadline, please send your package earlier than two days before the deadline or use a private overnight delivery service to DMHAS' street address.

Faxed packages will not be accepted. You will NOT be notified that your package has been received. If you require a phone number for delivery, you may use (609) 633-8781.

Applicant Package Deadline:

Applicant packages must be received at DMHAS by 4:00 pm on November 10, 2016

Applicant Selection Information:

DMHAS will convene a committee consisting of public employees who will review each complete applicant package. Committee members may be familiar with some or all of the applicants. All potential committee members will complete conflict of interest forms. Those with conflicts or the appearance of conflicts will be disqualified from participating. Applicants will be recommended based on their score (highest score = most highly recommended).

Notification Date:

All applicants will be notified in writing of their status by November 18, 2016

Appendix 1

Name: _____

Hourly Rate: \$ _____

Project Responsibility/Deliverable	Hours Needed to Complete the LC
Participate in selected meetings and calls to understand the proposed project and coordinate with DMHAS staff.	
Utilize and review pertinent BHH materials provided by DMHAS.	
Develop a LC description, timeline and process including the content for each meeting or TA session.	
Develop a curriculum for the LC to include learning goals as well as the hours and type of contact needed with agencies to complete the curriculum.	
Facilitate group learning process. <i>Itemize this deliverable(e.g. On site agency assessment, Review of agency documents relevant to the development of the service, Group and/or individual conference calls with Learning Community members, Group and/or individual meetings with Learning Community)</i>	
As they are being developed, review each agency's BHH implementation plan and provide critique. Assure that all required elements are addressed in the plan.	
Submit each agency's plan and a final report to DMHAS.	
Total Hours	

Total Hours _____ **x** **Hourly Rate** \$ _____ **=** \$ _____ **Total Cost**

Note: Awardee must also use this chart for submission of billable hours and include dates of those hours. Hours not billed in one project responsibility/deliverable section may be transferable to other section(s) upon the sole discretion of the DMHAS Assistant Commissioner. Awardee must fulfill project responsibilities and provide all project

deliverables regardless of number of hours estimated at set hourly rate for individual responsibilities deliverables, and not to exceed \$50,000.

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
PROFESSIONAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

By submitting a proposal in response to the Department of Human Services' ("DHS") Request for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, "Standard Terms and Conditions") are part of any contract awarded or order placed as a result of the DHS' Request, unless specifically and expressly modified by reference in DHS' Request or in a writing executed by the Commissioner of DHS or his/her designee.

I. DEFINITIONS:

As used in these Standard Terms and Conditions the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

"Agency" means the Department of Human Services ("DHS").

"Agency Request" means a request made by DHS for offers or proposals to provide the sought after goods and/or services as specified herein.

"Bidder" means any person or entity submitting a proposal in response to DHS' Request for the purpose of obtaining a contract to provide the goods and/or services specified in DHS' Request.

"Contract" means a mutually binding legal relationship obligating the Contractor to furnish goods and/or services and DHS to pay for them, subject to appropriation. DHS derives its annual budget by means of appropriation from the State Legislature. The Contract consists of these Standard Terms and Conditions, DHS' Request, the proposal submitted by the Contractor, any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract can only be modified or amended by the Commissioner of DHS or his/her designee.

"Contractor" means the person or entity, which submits a proposal in response to DHS' Request, and to whom (or which) the Contract is awarded.

"Designee" means the representative of the Commissioner of DHS; duly authorized to legally bind DHS within the scope of the Contract. Actions taken by an unauthorized State employee of which are beyond the scope of the designee's authorization or beyond the scope of the Contract are ultra vires and have no legal or equitable effect.

"Commissioner" means the Commissioner of DHS or his/her designee.

“Department” means the Department of Human Services.

“Fixed-Price Contract” means a contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

“Project” means the initiative, enterprise, undertaking or services for which the Contractor was contracted.

“Shall” denotes a mandatory condition.

II. APPLICABILITY AND INCORPORATION OF STANDARD TERMS AND CONDITIONS:

These Standard Terms and Conditions will apply to all services contracts made by the Commissioner on behalf of DHS. These Standard Terms and Conditions are automatically incorporated into the Contract, unless the Contractor is specifically instructed otherwise in DHS’ Request or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in DHS’ Request and should be read in conjunction with same, unless DHS’ Request specifically indicates otherwise.

III. CONTRACTOR’S STATUS AND RESPONSIBILITIES:

A. CONTRACTOR’S STATUS: The Contractor’s status shall be that of an independent contractor and not that of an employee of the State.

B. CONTRACTOR’S CERTIFICATION AS TO ITS REPRESENTATIONS: The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law.

C. CONTRACTOR’S PERFORMANCE: The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. To perform these services, the Contractor shall employ or engage the services of qualified persons and/or entities at its own expense except as otherwise specified in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the DHS of any changes in circumstances, which might affect the Contractor’s ability to be awarded or to perform its obligations under the Contract.

D. RESPONSIBILITIES OF CONTRACTOR:

(1) The Contractor is responsible for the quality, technical accuracy and timely completion and submission of all deliverables and other services to be furnished by the Contractor under the Contract. If circumstances beyond the control of the Contractor

result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known immediately to DHS.

(2) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by DHS of any rights under the contract or of any cause of action arising out of the Contractor's performance of the Contract.

(3) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim DHS has or may have for latent defects or errors or other breaches of warranty or negligence.

(4) Should the Contractor hire, employ or otherwise engage subcontractors, the Contractor shall be considered the prime Contractor and the sole point of contact.

The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contract, including the performance of all subcontractors.

(5) The Contractor shall at all times give due attention to the fulfillment of the Contract and shall keep the work under its control. Consent to the subcontracting of any part of the work must be approved by the Commissioner. Such cases shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the subcontractor. The Contractor shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of the Contract and all requirements of law. The failure of any subcontractor to adhere to the terms of the Contract or requirements of law may, in the Commissioner's discretion, be cause for rescission of the contract.

(6) All payments for services under the Contract will be made to the Contractor. The Contractor assumes sole and full responsibility for any payments due its subcontractors.

(7) Nothing herein or in the Contract shall be construed as creating a contractual relationship between any subcontractor and DHS.

(8) The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that DHS may have against the Contractor.

E. INVESTIGATION: By submitting a proposal in response to DHS' Request, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and, if awarded the Contract, agrees that it will not make any claim for, or have right to, cancellation or relief

from the Contract without penalty because of its misunderstanding or lack of information.

F. PRICE FLUCTUATION DURING CONTRACT: Unless otherwise set forth in writing by the Commissioner or his/her designee, all prices quoted shall be firm and not be subject to increase during the period of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, DHS shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Commissioner must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report and/or pass on price reductions may result in the rescission of the contract award for cause.

G. COST LIABILITY: DHS assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

H. INDEMNITY/LIABILITY TO THIRD PARTIES:

(1) The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

(2) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

(3) The Contractor further agrees that:

(a) Any approval by DHS of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;

(b) DHS assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of the Contract; and

(c) The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the

Contractor from any liability, nor preclude DHS from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

I. INSURANCE: The Contractor shall procure and maintain at its own expense, until at least two years after the completion of all work performed under the Contract insurance in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Contractor agrees that any insurance protection required herein, shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

(1) The required types and minimum amount of insurance are as follows:

(a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance policy shall name the State and DHS, their officers and employees as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed comprehensive general liability policy and shall include contractual liability coverage. The minimum limits of liability for this insurance shall be as follows:

Bodily Injury Liability:

Each Person: \$1,000,000

Each Occurrence: \$1,000,000

Property Damage Liability:

Each Person: \$1,000,000

Each Occurrence: \$1,000,000

(b) Comprehensive Automobile Liability Insurance: The Comprehensive Automobile Liability Insurance policy shall name the State and/or Agency, their officers and employees as additional insureds. The Comprehensive Automobile Liability policy shall cover owned, non-owned, leased, rented and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability:

Each Person: \$ 1,000,000

Each Occurrence: \$1,000,000

(c) Workers' Compensation and Employers' Liability: Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall

include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than:

Bodily Injury: \$100,000

Each Occurrence: \$100,000

Disease (each employee): \$100,000

Disease (aggregate limit): \$500,000

(d) Professional Liability Insurance: When it is common to the Contractor's profession to do so, the Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

(2) The Contractor shall, prior to commencement of the work required under the Contract, provide the Commissioner with a valid original Certificates of Insurance evidencing compliance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 1(a), (b), (c) and (d) above.

The certificates of insurance shall provide for thirty (30) days written notice to the Commissioner prior to any cancellation, expiration or non-renewal of insurance during the contract term.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of these Standard Terms and Conditions or the Contract, DHS may refuse to make payment of any further amounts due under the Contract. During any period when the required insurance is not in effect, the Commissioner may, at the Commissioner's option, either suspend work under the Contract or proceed to default the Contractor and thereby rescind the contract award.

J. AVAILABILITY OF RECORDS: The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the Contract expires or in which final

payment is received by the Contractor under the Contract, which ever occurs later. (The State's fiscal year is from July 1 through June 30). The Commissioner has the right to request, and Contractor agrees to furnish free of charge, all information and copies of all records

K. DATA CONFIDENTIALITY: All data contained in documents supplied by DHS after the award of the Contract, any data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the provider of the information. The Contractor is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the Contractor, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees include, but are not limited to, rescission of the contract award and/or legal action without the State being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

L. NO WAIVER OF WARRANTIES OR REMEDIES AT LAW OR EQUITY: Nothing in the Contract shall be construed to be a waiver by DHS of any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by the Commissioner. Further, nothing in the Contract shall be construed to be a waiver by DHS of any remedy available to DHS under the Contract, at law or equity except as specifically and expressly stated in writing executed by the commissioner.

M. OWNERSHIP OF DOCUMENTS: All documents and records, regardless of form, prepared by the Contractor in fulfillment of the Contract shall be transmitted to DHS and shall become the property of the State.

N. PUBLICITY: Publicity and/or public announcements pertaining to the project shall be approved by DHS prior to release.

IV. CONTRACTUAL RELATIONSHIP:

A. ASSIGNMENT: The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the Commissioner. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Commissioner shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for rescission of the contract.

B. MERGERS, ACQUISITIONS AND DISSOLUTION:

(1) Merger or Acquisition: If, subsequent to the award of the contract, the Contractor merges with or is acquired by another firm, for purposes of this contract only, the

documents set forth below must be submitted to the Commissioner for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award for cause.

(a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

(b) All submissions set forth in Section VI hereof.

V. ADDITIONAL TERMS:

A. CONTRACT AMOUNT: The estimated amount of the contract, when stated in DHS' Request, shall not be construed as either the maximum or minimum amount which DHS shall be obligated to order or expend as the result of DHS' Request or any contract entered into as a result of the Agency Request.

B. PERFORMANCE SECURITY:

(1) Performance Security: If performance security is required in DHS' Request, the successful bidder shall furnish performance security in such amount on any award of the Contract or line item purchase. See, N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

(a) An irrevocable security in the amount listed in DHS' Request payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; and

(b) A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey, as beneficiary issued by a federally insured financial institution.

(c) The amount of the performance security will be stated on the cover sheet to DHS's Request. The Performance Security must be submitted to the Commissioner within thirty (30) days of the effective date of the contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in rescission of the contract award for cause and nonpayment for work performed.

C. TIME PERIODS: The Commissioner may extend or shorten any time period specified in the Contract for good cause.

VI. MANDATORY COMPLIANCE WITH LAW:

The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be

waived by the Commissioner. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and are available for review at the State Library, 185 W. State Street, Trenton, New Jersey 08625.

A. CORPORATE AUTHORITY:

(1) All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the New Jersey Secretary of State prior to conducting business in the State of New Jersey.

(2) If a bidder is a corporation incorporated in a state other than New Jersey, the Contractor must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or notification of filing with the Secretary of State. Failure to comply may result in DHS withdrawing the notice of intent to award.

If the bidder awarded a contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of this contract or agreement. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

B. AFFIRMATIVE ACTION: The Contractor shall not discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, inclusive, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-38 and all rules and regulations issued thereunder.

C. AMERICANS WITH DISABILITIES ACT: The Contractor shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, and ET seq.

D. OWNERSHIP DISCLOSURE: Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify DHS of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

E. BIDDER'S WARRANTY: By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in rescission of the contract award without DHS being liable for damages, costs and/or attorney fees or, in the Commissioner's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

F. MACBRIDE PRINCIPLES: The Contractor shall comply with the MacBride principles of nondiscrimination in employment and have no business operations in Northern Ireland as set forth in N.J.S.A. 52:34-12.2.

G. CODES: The Contractor shall comply with the requirements of the New Jersey Uniform Commercial Code, the latest National Electrical Code, Building Officials & Code Administrators International, Inc. (B.O.C.A.) Basic Building Code and Occupational Safety and Health Administration to the extent applicable to the Contract.

H. SET-OFF FOR STATE TAXES AND CHILD SUPPORT: Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

I. STANDARDS PROHIBITING CONFLICTS OF INTEREST: The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with DHS:

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

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

(3) No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any

property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actual or appearance, of a conflict of interest.

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

(5) No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employees or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

(6) The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.

VII. PROJECT SUSPENSION AND RESCISSION OF THE CONTRACT AWARD:

A. SUSPENSION OF PROJECT: If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Commissioner may suspend this contract upon seven (7) days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Commissioner, the Contractor shall immediately discontinue all work under the Contract. Upon such notification the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The State may order that the work on the project be stopped temporarily, and upon seven (7) days written notice from the Commissioner, the Contractor shall cease all work on the project except as necessary to properly secure the project. If DHS directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this contract, plus additional compensation for any work necessitated by the stop order as approved by the Commissioner in writing.

However, in the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Commissioner it shall be incumbent upon the Contractor to continue the service if requested by the Commissioner to do so, until new

services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration or rescission date of the existing contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when the Commissioner invokes this transitional period clause.

B. RESCISSION OF THE CONTRACT AWARD: The Commissioner may rescind the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

(1) Change of Circumstances: Where circumstances change and/or the needs of DHS change or the Contract is otherwise deemed by the Commissioner to no longer be in the public interest, the Commissioner may rescind the contract award upon no less than thirty (30) days notice to the Contractor in the event of such a rescission of the contract award, the Contractor shall furnish to DHS, free of charge, such close-out reports as may reasonably be required.

(2) For Cause:

- (a) Where a Contractor fails to perform or comply with the Contract the Commissioner may rescind the contract award upon ten (10) days notice to the Contractor.
- (b) Where a Contractor continues to perform a contract poorly after notice, the Commissioner may issue a Notice of Intent to Rescind the Contract Award.
- (c) The Commissioner's right to rescind the contract award for cause includes any reason set forth in any other provision contained in the Contract.
- (d) The Commissioner's right to rescind the contract award for cause includes the Contractor's performance on any other State contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the contractor to fulfill its contractual obligations. The Commissioner may also rescind any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

(3) In cases of emergency, the Commissioner may shorten the time periods of notification and may dispense with an opportunity to respond.

(4) Upon a rescission of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of rescission that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Commissioner, shall bear to the total services contemplated under this contract, less payments previously made.

(5) Upon rescission of the contract award, the Commissioner may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been rescinded the difference in price, and the said Contractor shall be liable for same.

VIII. CONTRACTOR COMPENSATION:

A. PAYMENT TO CONTRACTOR: The Contractor is authorized to submit invoices monthly for tasks and/or sub-tasks satisfactorily completed. However, payment for goods and/or services purchased by DHS will only be made against an official New Jersey Payment Voucher or a consultant's invoice along with supporting documentation substantiating that the work has been satisfactorily completed. Invoices must reference the tasks and/or sub-tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted for each task and/or sub-task of the Contract and shall otherwise be in accordance with the terms of the Contract. The State bill form in duplicate together with the original Bill of Lading, express receipt or other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with DHS. Payment will not be made until DHS has approved payment.

B. NEW JERSEY PROMPT PAYMENT ACT: The New Jersey Prompt Payment Act, N.J.S.A. 5232-32, et m. requires DHS to pay for goods and services within sixty (60) days of DHS' receipt of a properly executed New Jersey Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by DHS prior to the processing of any payments for goods and services. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid unless it exceeds \$5.00 per properly executed invoice. A good faith dispute creates an exception to the Prompt Payment Act. Except as noted above, cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

C. AVAILABILITY OF FUNDS: DHS' obligation to make payment under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of DHS for payment of any money shall arise unless and until funds are made available each fiscal year to the using agency by the State Legislature.

D. RETAINAGE: If retainage is required on the Contract, DHS will retain the stated percentage or retainage from each invoice. The Contractor and acceptance will authorize payment of retainage after satisfactory completion and submission of all services, deliverables or work products by DHS of all services, deliverables or work products required by the Contract.

For ongoing term contracts, DHS will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, DHS

will review the Contractor's performance and if performance has been satisfactory, DHS will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by DHS' project manager, if any, that all services have been satisfactorily performed.

IX. NOTICES:

All notices required under this contract shall be in writing and shall be validly and sufficiently served by DHS the Contractor, and vice versa, if addressed and mailed by certified mail to the address set forth in the Contract.

X. CLAIMS:

All claims asserted against DHS by the Contractor shall be subject to the New Jersey Tort Claims Act, N J S A 59:1-1, g seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, a seq.

XI. APPLICABLE LAW:

This Contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws and principles.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Name of Contractor/Consultant (Please Print)

Signature of Authorized Representative or Consultant _____
Date
~~~~~  
**DEPARTMENT OF HUMAN SERVICES APPROVALS**

\_\_\_\_\_  
**Administrative Service Director**      \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Assistant Commissioner**      \_\_\_\_\_  
**Date**  
***Division of Mental Health and Addiction Services***