

Board of County Commissioners of the County of Burlington



REQUEST FOR PROPOSALS for

ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (RFP-26-0067)

Enclosed are the specifications, terms, and conditions.

PROPOSALS DUE: OCTOBER 29, 2026 AT 10:30 A.M. (local time)

SUBMIT PROPOSALS AT: BURLCOBIDS.IONWAVE.NET

Phone: 609-265-5012
Fax: 609-265-5438
Website: www.co.burlington.nj.us
Email: Purchasing@co.burlington.nj.us

IMPORTANT

NOTICE TO ALL PROPOSERS:

All proposals shall be submitted online at BURLCOBIDS.IONWAVE.NET. The County shall not accept any proposal submissions via email, courier, mail, or in person delivery.

The County is not responsible for any proposal not submitted on time at BURLCOBIDS.IONWAVE.NET. The County is not responsible for any internet submission issues that may include but not be limited to connection issues, technical difficulties, errors, power outages, etc.

The Division of Purchasing's public office hours are Monday through Friday from 9:00 AM to 4:00 PM (local time), County holidays excluded.

All solicitations are subject to change. It is the responsibility of the vendor to check the website for any future addenda, revisions, etc. prior to the opening date. Failure to do so could result in rejection of your proposal submission.

Proposal documents and forms shall be downloaded and submitted (as applicable) in the original PDF format. Any proposal modified from the original format will not be accepted.

Commodity Code – 001-96

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CHECKLIST

Items labeled as MANDATORY are due at the time of proposal submission.

Failure to submit this information by the deadline may result in the rejection of your proposal.

TITLE	SECTION		PROPOSER CHECK OFF
Proposal Form w/Signature Page (MANDATORY)	2.00	(submit electronically under the "Response Attachments" tab)	_____
Staff Resumes and Training Documentation (MANDATORY)	1.05, 1.07	(submit electronically under the "Response Attachments" tab)	_____
Addenda certification # _____ (if issued by the County) (MANDATORY)	3.06	(submit electronically under the "Attributes" tab)	_____
Anti-Discrimination Agreement (MANDATORY)	3.16	(submit electronically under the "Attributes" tab)	_____
Statement of Ownership Disclosure (MANDATORY)	3.22	(submit electronically under the "Attributes" tab)	_____
Disclosure of Investment Activities in Iran Form (MANDATORY)	3.40	(submit electronically under the "Attributes" tab)	_____
Non-Collusion Certification (MANDATORY)		(submit electronically under the "Attributes" tab)	_____
Mandatory Equal Employment Opportunity Language Questionnaire (MANDATORY)	3.17	(submit electronically under the "Attributes" tab)	_____
Qualification Questionnaire & Vendor Information Sheet (MANDATORY)		(submit electronically under the "Attributes" tab)	_____
Outpatient Treatment - Facility License (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____
Intensive Outpatient Treatment - Facility License (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____
Withdrawal Management – Ambulatory: Physician License/Supervision (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____
Withdrawal Management – Ambulatory: Transportation Subcontract Letter (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____
Withdrawal Management Physician License/Supervision (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____
Transportation Subcontracting Letter from the Transportation Provider (if applicable)	1.07	(submit electronically under the "Response Attachments" tab)	_____

CHECKLIST CONTINUED...

Residential Treatment – Short-term Adult & Co-Occurring: Facility License (if applicable)	1.07	(submit electronically under the “Response Attachments” tab)	_____
Residential Treatment – Short-term Adult & Co-Occurring: Medical License (if applicable)	1.07	(submit electronically under the “Response Attachments” tab)	_____
Residential Treatment – Adolescent: Facility License (if applicable)	1.07	(submit electronically under the “Response Attachments” tab)	_____
Residential Treatment – Adolescent: Medical License (if applicable)	1.07	(submit electronically under the “Response Attachments” tab)	_____
Hold Harmless/Indemnification Agreement	3.25 & 4.01	(submit electronically under the “Response Attachments” tab)	_____
Certification Of Non-Involvement in Prohibited Activities In Russia or Belarus	3.41	(submit electronically under the “Response Attachments” tab)	_____
Statement from Insurance Broker	1.03	(submit electronically under the “Response Attachments” tab)	_____
New Jersey Business Registration Certificate OR 501-C3 Certificate of Incorporation	3.36	(submit electronically under the “Response Attachments” tab)	_____
W-9, Request for Taxpayer Identification Number & Certification	3.38	(submit electronically under the “Response Attachments” tab)	_____
Contract Form	5.00	(sign and attach appropriate form electronically under the “Response Attachments” tab)	_____
Corporate	5.01		_____
Partnership	5.02		_____
Individual	5.03		_____

1.00 TECHNICAL SPECIFICATIONS

1.01 INTENT

The Board of County Commissioners of the County of Burlington intends to award **at least** one (1) contract for ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT services as described in these specifications.

Sealed proposals will be received electronically by the Division of Purchasing for the County of Burlington at:

BURLCOBIDS.IONWAVE.NET

OCTOBER 29, 2026 AT 10:30 A.M. (local time)

at which time said proposals will be publicly received and recorded.

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the best pricing and other proposal requirements.

The successful proposal shall become a part of the signed contract upon award.

The County shall be the sole judge concerning the merits of all proposals submitted.

1.02 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is currently scheduled for the Request for Proposals (RFP) on **October 7, 2026 at 2:00 P.M. (EST)**. The pre-proposal conference shall take place in the Commissioner's Board Room located at 49 Rancocas Road, 1st Floor, Mount Holly, NJ 08060 Attendance by prospective proposers is recommended but NOT mandatory.

Proposers shall visit the solicitation at BURLCOBIDS.IONWAVE.NET to submit all questions. All questions shall be submitted under the "Questions" tab. **Questions received after the deadline specified herein shall not be answered by the County.**

*****THE DEADLINE FOR QUESTIONS IS OCTOBER 12, 2026 at 5:00 P.M. (local time)*****

1.03 INSURANCE REQUIREMENTS (THE COUNTY RECOMMENDS YOU SEND THIS SECTION TO YOUR INSURANCE BROKER)

The Proposer/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate.
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit.
3. All statutory workers compensation and employer liability coverage required to be held by law.
4. Professional Liability (Errors & Omissions) coverage with limit of one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) annual aggregate.
5. Sexual Misconduct with limits of one million (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.

Within ten days of the Notice of Intent to Award Contract, the Proposer/Contractor shall provide the County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of County Commissioners of the County of Burlington as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Board of County Commissioners of the County of Burlington is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Board of County Commissioners of the County of Burlington by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of County Commissioners.

During the term of the contract, it shall be the responsibility of the Proposer/Contractor to provide the County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these proposal specifications, the proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful proposer. The Proposer/Contractor shall secure a statement from their insurance broker stating that they will, upon successful award of this proposal to their client, supply the proposer with insurance in the limits as required by this proposal.

STATEMENT FROM INSURANCE BROKER: Each proposer should include with their proposal a statement from the Proposer's/Contractor's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the Proposer/Contractor with insurance in the types and amounts required by these specifications (<https://burlcobids.ionwave.net>).

1.04 COUNTY REPRESENTATIVE

The County's representative is

Margaret Melton, Drug & Alcohol Coordinator
Office of Human Services
Division of Behavioral Health
795 Woodlane Road
Westampton, New Jersey 08060-6000
Telephone Number (609) 265-5530
Fax Number (609) 265-5382
E-mail Address: mmelton@co.burlington.nj.us

The person(s) named above is designated as the County's representative for this RFP and will be the point of contact for performance and payment after execution of the contract.

The Division of Purchasing is responsible for all contract administration matters.

1.05 ELIGIBILITY OF PROPOSER

Proposals for the service will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Proposers may be public or private entities.

All licenses, certifications, and similar qualifications required under this contract shall be valid and current at time of documentation submission and throughout the contract term. It is the Successful Proposer's responsibility to keep such documentation valid and current.

In accordance with ANNEX A, J.1. (see section 1.08 of these specifications): "All treatment providers, without exception, shall be licensed by the DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the county authority." Any licensure exceptions need to be pre-approved by the NJDMHAS Director, Office of Treatment Services. Written requests for licensure exceptions must be submitted to NJDMHAS Director, Office of Treatment Services.

1.06 EVALUATION AND RANKING METHODOLOGY

All proposals shall be evaluated and ranked using the following criteria:

- A. MANAGEMENT CAPABILITY (50 Points):** Qualification and experience of personnel, including employee and management credentials. Proposer's history and experience in performing similar work.
- B. TECHNICAL CAPABILITY (100 Points):** Proposer's readiness and capacity to meet these program specifications and the community's needs. Agency's ability to deliver scope of service according to the RFP specifications, including but not limited to availability of personnel, facilities, equipment and other resources. Quality and appropriateness of the agency's proposed programs.
- C. COST RELATED CRITERIA (50 Points):** reasonableness of program costs for the level of services provided.

All proposals will be evaluated by an RFP evaluation committee assembled by the County of Burlington. The evaluation will be based on the criteria detailed above. The County's goal is to select the proposal that best meets the goals and requirements of the RFP, and is most advantageous to the County, price and other factors considered.

Each of the categories below shall be scored by the RFP evaluation committee members. The County has assigned point values or weightings to each category for a total of two hundred (200) points. The highest-ranking proposer(s) may be invited to an interview and/or presentation as part of the final selection.

The County reserves the right to select the proposer that best meets the needs of the County. While cost will be considered, it will not be the only criterion to be considered by the County.

The County of Burlington reserves the right to:

- a. Withdraw this RFP at any time without prior notice. The County makes no representation that any contract will be awarded to any offer responding to the RFP.
- b. If the proposals received are deemed non-responsive, the County reserves the right to reissue the RFP.
- c. Assess the qualifications of all proposers that submit a proposal.
- d. Verify all information contained in the proposal.
- e. Request clarification of information submitted by proposers and request additional information from any proposer as permitted by law.
- f. Conduct interviews, if deemed necessary
- g. Reject any or all proposals in accordance with the applicable laws and regulations.
- h. Waive any minor informalities or irregularities consistent with applicable law.

Final results shall be determined by the County Purchasing Agent, County Solicitor or County Administrator in a report to the Board of County Commissioners. This report shall be available for public inspection at least forty-eight (48) hours prior to an award of contract or when made available to the governing body, whichever is sooner. **The County shall NOT be obligated to explain the results of the evaluation process to any proposer.**

1.07 SPECIFICATIONS

A. Funding Available

The programs listed below are expected to be funded in Burlington County through funding provided by the New Jersey Division of Mental Health and Addiction Services (NJDMHAS). The amounts listed are estimates and may change based on funding availability and County approval.

<u>Program Name</u>	<u>Funding</u>
1. Outpatient Treatment – Adult	\$200,000
2. Detoxification – Sub-acute Alcohol & Drug (ASAM PPC 2, Level 3.7 D) (Includes medically enhanced detox)	\$55,000
3. Residential Treatment – Short-term Adult	\$140,000
4. Residential Treatment – Adolescent	\$20,000
5. Halfway House – Women and Men	\$40,000
6. School and Community Substance Use Prevention	\$60,001
7. Early Intervention Support Services for Incarcerated Males	\$20,000
8. Early Intervention Support Services for Incarcerated Females	\$20,000
9. Recovery Support: Oxford House/Sober Living	\$57,621
TOTAL:	\$612,622

B. General Program Requirements

1. All services shall be reimbursed on a fixed unit cost basis or Fee-For-Service, basis.
2. Services shall be provided only to eligible Burlington County residents who meet the definition of an “indigent client” in Annex A, Section III.B.7. Each proposal shall include the agency’s sliding-fee scale. LACADA or its designated subcommittee shall determine whether the proposed fees are appropriate. See Section 1.08.
3. LACADA shall review contract performance and may recommend an increase or decrease in contract funding based on the Successful Proposer’s performance. LACADA may also recommend reallocating unspent funds among contractors to meet service needs within a contract category.
4. The Successful Proposers shall submit a revised budget within thirty (30) days of the award notice if a funding award is made that is less than the proposed budget that was submitted in response to the RFP.
5. The Successful Proposer shall submit monthly payment vouchers, expenditure reports, and level-of-service reports by the fifteenth (15th) day of the following month. The Successful Proposer shall use the monthly expenditure-reporting forms provided by the County.
6. The Successful Proposer shall be represented on the Providers’ Advisory Committee

on Alcoholism and Drug Abuse (PACADA). Funded providers shall attend at least seventy-five percent (75%) of PACADA meetings during the contract period and no fewer than three (3) meetings. PACADA shall meet at least four (4) times during the contract period.

7. The Successful Proposer shall comply with the requirements of the New Jersey Department of Human Services, Division of Mental Health and Addiction Services (DMHAS), for entering and reporting information in the New Jersey Substance Abuse Monitoring System (NJSAMS).
8. Before using County funds, the Successful Proposer shall check each client's eligibility for Medicaid and other State-funded programs.
9. The Successful Proposer shall comply with all applicable laws, ordinances, regulations, and County requirements, including requirements related to insurance, affirmative action, debarment and suspension, lobbying, and fiscal audits.
10. The Successful Proposer shall maintain a current listing in the NJ 211 Directory. The listing shall be reviewed and updated at least annually. Agencies may register at NJ 211-List Your Agency (<https://nj211.org/update-your-211>) or update an existing listing at (<https://nj211.org/update-your-211-listing>).
11. In accordance with Annex A, Section J.2, all contractors, subcontractors, and County-operated programs funded under this contract shall comply with all applicable licensing standards, including N.J.A.C. 8:111 for residential substance use disorder treatment facilities and N.J.A.C. 8:43K for outpatient and integrated care facilities. See Section 1.08 and Annex A.

C. Services to Be Provided

1. Outpatient Treatment (Adult, Adolescent, and Co-Occurring)

Purpose:

The purpose of this funding is to provide eligible Burlington County residents with outpatient substance use disorder treatment, including services for adults, adolescents, and individuals with co-occurring mental health needs. Services are intended to support recovery, improve daily functioning, and connect clients with additional treatment and recovery resources when needed.

A. Requirements:

1. Adult Outpatient Treatment must include aftercare services for clients referred from residential treatment.
2. By the time of contract award, adult outpatient treatment agencies shall have completed or begun Presumptive Eligibility (PE) training.
3. Adolescent Outpatient Treatment shall include continuing-care services for adolescents discharged from residential treatment.

4. Co-Occurring Outpatient Treatment shall accommodate clients with moderate to severe mental health diagnoses.
5. The Successful Proposer shall comply with NJDMHAS requirements for reporting in the New Jersey Substance Abuse Monitoring System (NJSAMS).

B. Level 1 Outpatient Treatment:

Level 1 Outpatient Treatment shall be provided in a licensed outpatient facility. The program shall provide regularly scheduled individual, group, and/or licensed family counseling for fewer than nine (9) hours per week.

This service approximates ASAM Criteria Level I care.

1. Counseling and Therapy Services

- a. Individual Therapy:45-to-50-minute session
- b. Individual Therapy:30-minute session
- c. Group Therapy:90-minute session
- d. Family Therapy:60-minute session

2. Psychoeducation

The program shall provide:

- a. educational sessions; and
- b. Family education and information sessions when clinically indicated.

C. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** as a guide before completing the budget proposal form Sheet and budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

D. Level 2 Intensive Outpatient Treatment

Level 2 Intensive Outpatient Treatment shall be provided in a licensed intensive outpatient facility. The program shall provide intensive outpatient clinical services in a structured setting for at least nine (9) hours per week.

Services exceeding twelve (12) hours per week must receive prior approval from the County. At least three (3) hours of treatment services shall be provided on each billable day. The program shall include at least one individual counseling session each week.

This service approximates ASAM Level 2.1 care.

The reimbursement rate shall be \$121.50 per billable day.

1. Counseling and Therapy Services

- a. Individual Counseling: At least one (1) hour per week.
- b. Group counseling: At least nine (9) hours per week.
- c. Family therapy: Provided during treatment when clinically indicated.

2. Psychoeducation

- a. At least two (2) hours of educational sessions per week; and
- b. Family education and information sessions

E. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** as a guide before completing the budget proposal form Sheet and budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

2. Withdrawal Management (Detox, Sub-Acute Alcohol and Drug)

Purpose:

The purpose of this funding is to provide eligible Burlington County residents with safe, medically monitored withdrawal management services for alcohol and other substance use. Services are intended to manage withdrawal symptoms, stabilize clients, assess their continued treatment needs, and connect them to the appropriate next level of care.

This service approximates ASAM Level 3.7 care.

A. Program Requirements

1. Withdrawal management services must be provided for five (5) days at a rate of \$475.42 per day.
2. A stay beyond five (5) days requires clinical justification and prior written approval from the County. The Successful Proposer must obtain approval before providing any additional treatment days. Any additional days provided without prior County approval will not be eligible for reimbursement. Extensions will be considered on a case-by-case basis and approved as exceptions rather than as standard practice.

The Successful Proposer must develop a discharge plan for each client that includes a referral to the next appropriate level of treatment.

B. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** as a guide before completing the budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

3. Residential Treatment—Short-Term Adult and Co-Occurring

Purpose:

The purpose of this funding is to provide eligible Burlington County adults with short-term residential treatment for substance use disorders, including individuals with co-occurring mental health needs. Services are intended to stabilize clients, strengthen recovery and daily living skills, and prepare them to transition to the next appropriate level of care.

Services must be provided in a licensed short-term residential facility that offers a highly structured recovery setting and professional clinical services.

This service approximates ASAM Level 3.7 care.

A. Program Requirements

1. Short-Term Adult Co-Occurring Residential Treatment shall be provided for fourteen (14) to twenty-one (21) days at a rate of \$244.78 per day.
2. A stay beyond twenty-one (21) days, up to a maximum total stay of twenty-eight (28) days, requires clinical justification and prior written approval from the County. The Successful Proposer must obtain approval before providing any additional treatment days. Any additional days provided without prior County approval will not be eligible for reimbursement. Extensions shall be approved as exceptions and not as standard practice. Extensions will be considered on a case-by-case basis.
3. Each discharge plan shall include a referral to the next appropriate level of treatment.
4. The Successful Proposer shall check each client's eligibility for Medicaid and other State-funded programs before using County funds.
5. The Successful Proposer is encouraged to give preference to clients completing withdrawal management services when short-term residential treatment is clinically appropriate.
6. The Successful Proposer is encouraged to use the NIATx Model.
7. The Successful Proposer shall comply with NJDMHAS requirements for reporting in the New Jersey Substance Abuse Monitoring System (NJSAMS).

B. Counseling and Therapy Services

The program shall provide:

1. At least two (2) hours of individual counseling each week.
2. At least ten (10) hours of group counseling each week through at least four (4) sessions.
3. Family therapy during treatment when clinically indicated.

C. Psychoeducation

The program shall provide:

1. At least eight (8) hours of educational sessions each week.
2. Family education and information sessions when clinically indicated.

D. Structured Activities

The program shall provide at least seven (7) hours of structured activities each day. Activities may include vocational training.

E. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** as a guide before completing the budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

4. Residential Treatment - Adolescent

Purpose:

The purpose of this funding is to provide short-term residential substance use treatment for Burlington County adolescents who require a structured setting and clinical support. Services shall address substance use and daily living skills and support each adolescent's transition to the next appropriate level of care.

A. Definition

Adolescent Short-Term Residential Treatment shall be provided in a licensed facility authorized to serve adolescents. The service shall provide a structured, twenty-four-hour residential environment that addresses substance use and daily living skills.

This service approximates ASAM Level 3.7 care

B. Program Requirements

The Successful Proposer shall:

1. Provide Adolescent Short-Term Residential Treatment for fourteen (14) to twenty-one (21) days at a rate of \$244.78 per billable day.
2. A stay beyond twenty-one (21) days requires an updated Level of Care Index (LOCI) documenting the clinical need for the extension and prior written approval from the County. The Successful Proposer must obtain approval before providing any additional treatment days. Any additional days provided without prior County approval will not be eligible for reimbursement. Extensions shall be approved as exceptions and not as standard practice. Extensions will be considered on a case-by-case basis
3. Include a referral to the next appropriate level of treatment in each discharge plan.
4. Check each adolescent's eligibility for Medicaid and other State-funded programs before using County funds.
5. Comply with NJDMHAS requirements for reporting information in New Jersey Substance Abuse Monitoring System (NJSAMS).

C. Counseling and Therapy Services

Each adolescent shall receive:

1. At least twelve (12) hours of counseling per week on at least six (6) separate occasions.

2. At least one (1) hour of individual counseling per week.
3. At least ten (10) hours of group counseling per week; and
4. Family counseling during treatment when clinically indicated.

D. Psychoeducation

The program shall provide:

1. At least eight (8) hours of educational sessions per week. Education shall address topics such as substance use, relapse prevention, health risks, co-occurring disorders, and other matters relevant to the adolescent's treatment; and
2. Family education and information sessions when clinically indicated.

E. Structured Activities

Each adolescent shall participate in at least seven (7) hours of structured activities each day. Structured activities may include individual or group counseling, psychoeducation, life-skills training, vocational activities, education, recreation, and self-help meetings.

Self-help meetings shall not be used to satisfy the required counseling hours.

F. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** before completing the budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

5. Halfway House - Women and Men

Purpose:

The purpose of this funding is to provide adult women and men with structured residential substance use disorder treatment. Services are intended to support recovery, strengthen independent living skills, connect clients with community resources, and prepare them to transition to a less intensive level of care or independent living.

This service approximates ASAM Level 3.1 care

A. Program Requirements

1. The Successful Proposer must provide Adult Halfway House services for sixty (60) to ninety (90) days at a rate of \$100.00 per billable day.
2. Services must be provided in accordance with applicable licensing requirements and ASAM Level 3.1 criteria.
3. A stay beyond ninety (90) days requires clinical justification, an updated Level of Care Index (LOCI) or other County-approved clinical documentation, and prior written approval from the County. The Successful Proposer must obtain approval before providing additional treatment days. Additional days provided without prior County approval will not be eligible

for reimbursement. Extensions will be considered on a case-by-case basis and approved as exceptions rather than as standard practice.

4. The proposal must describe the individual counseling, group counseling, educational, structured, and self-help services that will be provided.
5. Each discharge plan must include a referral to the next appropriate level of treatment and connections to appropriate community recovery resources.
6. The Successful Proposer must check each client's eligibility for Medicaid and other State-funded programs before using County funds.
7. The Successful Proposer must comply with NJDMHAS requirements for reporting in the New Jersey Substance Abuse Monitoring System (NJSAMS)

B. Reimbursable Enhancements

The Proposer must review the attached **Fee-for-Service Rate Schedule** as a guide before completing the budget proposal. All proposed enhancement services and related costs must be listed in the Budget Summary. The total amount requested, including enhancement services, must not exceed the funding available for this program.

6. Prevention and Education Services for Youth and Young Adults (Ages 5 Through 24)

Purpose:

The purpose of this funding is to provide evidence-based substance use prevention and education services for youth and young adults ages five (5) through twenty-four (24). Programs must address identified community needs, reduce substance use-related risk factors, strengthen protective factors, and help prevent, delay, or reduce substance use.

A. Geographic Service Requirement

The Successful Proposer must provide at least one evidence-based prevention program in a Burlington County municipality that does not have an active Municipal Alliance.

The proposal must identify each municipality where services will be provided and explain why each location was selected. The explanation must be based on local data, identified community needs, gaps in available services, or other relevant information.

Burlington County municipalities without an active Municipal Alliance include:

Beverly, Delran, Edgewater Park, Fieldsboro, Mansfield, Maple Shade, Medford Township, Moorestown, North Hanover, Palmyra, Riverton, Shamong, Southampton, Springfield, Washington Township, and Woodland Township.

B. Proposal Requirements

The proposal must include the following information:

1. Evidence-Based Program or Practice

The Proposer must identify and describe the evidence-based program or practice that will be provided and explain:

- a. The research or evidence supporting the program, including the source.
- b. How the program addresses the identified prevention need; and
- c. Why the program is appropriate for the proposed age group and setting, including how it meets the cultural, linguistic, and developmental needs of the community to be served.

2. Target Population

The proposal must identify:

- a. The specific age group or groups to be served.
- b. The expected number of participants.
- c. The setting or settings where the program will take place; and
- d. The substance use-related risk factors, protective factors, and prevention needs the program will address.

3. Program Implementation and Timeline

The Proposer must explain how the program will be provided. The description must include:

- a. The program curriculum and format.
- b. The number, frequency, and length of program sessions.
- c. The staff who will provide the program and their qualifications.
- d. Any training required for program staff.
- e. The materials and resources needed to provide the program.
- f. The participant recruitment and enrollment process.
- g. The planned data-collection and reporting activities; and
- h. A timeline for staff training, participant recruitment, program sessions, data collection, program completion, and submission of the outcome report.

The Successful Proposer must begin program implementation activities within two (2) months of the contract start date.

4. Staff Qualifications:

The proposal must identify the key personnel and other staff who will provide or oversee program services.

The proposal must include:

- a. The name or position title and role of each key staff member.
- b. The qualifications, credentials, and relevant experience required for each position.

- c. Any specialized training or certifications required for staff providing services; and
- d. The required background checks and how the Proposer will ensure they are completed before staff begin providing services.

The Successful Proposer must maintain documentation of staff qualifications, credentials, training, and required background checks and provide it to the County upon request.

5. Measurable Outcomes and Performance Targets

The Proposer must identify the measurable outcomes expected from the program and establish a specific performance target for each outcome.

The proposed outcomes must measure how the program will:

- a. Reduce identified substance use-related risk factors.
- b. Strengthen identified protective factors; and
- c. Help prevent, delay, or reduce substance use or related harmful behaviors, as appropriate for the proposed age group and program.

Each outcome and performance target must be specific, measurable, directly related to the purpose of the program, and include a clear timeframe for measuring the results.

6. Data Collection and Outcome Reporting

The proposal must identify the tool or method that will be used to measure each outcome and explain how and when the data will be collected.

The Successful Proposer must submit a written outcome report to the County within thirty (30) calendar days after completing each program cycle.

At a minimum, each report must include:

- a. The name of the program.
- b. The location where the program was provided.
- c. The dates and number of sessions provided.
- d. The number and age range of participants enrolled.
- e. The number of participants who completed the program.
- f. The number of participants included in the outcome measurement.
- g. Each outcome and its established performance target.
- h. The result for each outcome and whether the performance target was met; and
- i. Any barriers related to program delivery, data collection, or performance.

General statements about program success will not be accepted without data showing the actual results.

C. County Monitoring

The program schedule must allow enough time for the County to monitor program delivery, review performance, and address any concerns before the end of the contract period.

The Successful Proposer must cooperate with all County monitoring activities. Monitoring will include:

- a. Site visits.
- b. Observation of program sessions.
- c. Review of participant records and attendance.
- d. Review of staff qualifications and training records.
- e. Review of program materials and fidelity documents.
- f. Review of outcome data and reports; and
- g. Requests for other documents needed to confirm compliance with the contract.

If the County identifies a concern, the Successful Proposer may be required to submit and carry out a corrective action plan within a timeframe established by the County.

D. Evidence-Based Prevention Resources

These resources may help Proposers find evidence-based prevention programs and practices. Other reliable resources may also be used. Listing a resource does not mean the County has approved it or any program included in it. The Proposer must provide evidence supporting the selected program or practice.

- **SAMHSA Evidence-Based Practices Resource Center:**
<https://www.samhsa.gov/libraries/evidence-based-practices-resource-center>
- **National Institute on Alcohol Abuse and Alcoholism—Alcohol Interventions for Young Adults:**
<https://www.niaaa.nih.gov/alcohols-effects-health/alcohol-interventions-young-adults>
- **Blueprints for Healthy Youth Development:**
<https://www.blueprintsprograms.org/program-search/>
- **Centers for Disease Control and Prevention—ENGAGE: Evidence-Based Strategies to Prevent Youth Substance Use:**
<https://www.cdc.gov/overdose-prevention/php/interventions/youth-substance-use-prevention.html>

7. Early Intervention Support Services for Incarcerated Men

Purpose:

The purpose of this funding is to provide early intervention, education, and support services to men incarcerated at Burlington County Corrections. Services are intended to help participants

identify substance use-related needs, develop skills that support recovery, and connect with treatment, recovery support, and other community resources.

All services must be provided at the correctional facility.

A. Evidence-Based or Promising Program or Practice

The Successful Proposer must provide a program or practice recognized by a reliable source as evidence-based or promising and appropriate for men involved in the criminal justice system.

The proposal must identify the source supporting the selected program or practice, available evidence or outcomes, and explain why the program is appropriate for the population being served.

B. Identified Needs

The Successful Proposer must identify and document each participant's needs during intake. During the participant's involvement in the program, the Successful Proposer must provide resources, or referrals through individual and/or group sessions.

At a minimum, each participant's record must include:

1. The participant's identified needs.
2. The information, resources, or referrals provided to address those needs; and
3. Information about the Burlington County Community Peery Recovery Center located at 460 Veterans Drive in Burlington City, New Jersey AND Burlington County Resource Recovery Center located at 795 Woodland Road, Westampton, New Jersey.

Resources and/or referrals may include, but are not limited to, substance use treatment, medications for substance use disorders, mental health treatment and medication, food, clothing, housing, transportation, identification documents, and telephone access.

C. Discharge Planning

Before program completion or the participant's anticipated release, the Successful Proposer must make reasonable efforts, when possible and consistent with correctional facility policies, to review the participant's needs and provide referrals for follow-up treatment, recovery support, and other community resources.

The proposal must describe how the Proposer will:

1. Review each participant's treatment, recovery, and community-service needs.
2. Select and provide appropriate referrals and contact information.
3. Coordinate with correctional facility staff and community providers, when permitted; and
4. Document the discharge or reentry information, resources, and referrals provided to each participant.

D. Quarterly Coordination Meetings

The Successful Proposer must participate in quarterly coordination meetings with correctional facility staff to review services and identify ways to improve services for participants. Meetings will be scheduled at the discretion of the correctional facility.

E. Monthly Billing and Supporting Documentation

The Successful Proposer must submit a billing voucher and completed monthly program report for the prior month's services no later than the fifteenth (15th) day of each month.

Each billing submission must include:

1. Reporting-month and year-to-date expenditures.
2. Reporting-month and year-to-date units of service.
3. The number of participants served.
4. Attendance sheets for individual and group sessions supporting the units of service billed; and
5. The number and types of information, resources, and referrals provided to participants. This could be added to attendance sheets.

The County will not issue payment until it receives and accepts the completed monthly program report, and all required supporting documentation.

F. Evidence-Based Program Resources

The following resources may help Proposers identify evidence-based or promising programs and practices for people involved in the criminal justice system. This list is not complete. Proposers may use another reliable source but must identify the source and explain how it supports the proposed program or practice.

Proposers are responsible for confirming that the information and evidence used to support the proposed program or practice are current and applicable to the population being served.

- **SAMHSA Evidence-Based Practices Resource Center:**
<https://www.samhsa.gov/libraries/evidence-based-practices-resource-center>
- **CrimeSolutions Rated Programs—Supplemental Resource:**
<https://crimesolutions.ojp.gov/rated-programs>

8. Early Intervention Support Services for Incarcerated Women

Purpose:

The purpose of this funding is to provide early intervention, education, and support services to Burlington County women incarcerated at the Atlantic County Jail. Services are intended to help participants identify substance use-related needs, develop skills that support recovery, and connect with treatment, recovery support, and other community resources.

All services must be provided at the Atlantic County Jail.

A. Evidence-Based or Promising Program or Practice

The Successful Proposer must provide a program or practice recognized by a reliable source as evidence-based or promising and appropriate for women involved in the criminal justice system.

The proposal must identify the source supporting the selected program or practice, summarize the available evidence or outcomes, and explain why the program is appropriate for the population being served.

B. Identified Needs

The Successful Proposer must identify and document each participant's needs during intake. During the participant's involvement in the program, the Successful Proposer must provide appropriate information, resources, or referrals through individual and/or group sessions.

At a minimum, each participant's record must include:

1. The participant's identified needs.
2. The information, resources, or referrals provided to address those needs.
3. Information about the Burlington County Community Peer Recovery Center located at 460 Veterans Drive in Burlington City, New Jersey AND Burlington County Resource Recovery Center located at 795 Woodland Road, Westampton, New Jersey.

Resources and referrals may include, but are not limited to, substance use treatment, medications for substance use disorders, mental health treatment and medication, food, clothing, housing, transportation, identification documents, and telephone access.

C. Discharge Planning

Before program completion or the participant's anticipated release, the Successful Proposer must make reasonable efforts, when possible and consistent with Atlantic County Jail policies, to review the participant's needs and provide referrals for follow-up treatment, recovery support, and other community resources.

The proposal must describe how the Proposer will:

1. Review each participant's treatment, recovery, and community-service needs.
2. Select and provide appropriate referrals and contact information.
3. Coordinate with Atlantic County Jail staff and community providers, when permitted; and
4. Document the discharge or reentry information, resources, and referrals provided to each participant.

D. Quarterly Coordination Meetings

The Successful Proposer must participate in quarterly coordination meetings with designated Atlantic County Jail staff to review services and identify ways to improve services for participants. Meetings will be scheduled at the discretion of the Atlantic County Jail.

E. Monthly Billing and Supporting Documentation

The Successful Proposer must submit a billing voucher and completed monthly program report for the prior month's services no later than the fifteenth (15th) day of each month.

Each billing submission must include:

1. Reporting-month and year-to-date expenditures.
2. Reporting-month and year-to-date units of service.
3. The number of participants served.
4. Attendance sheets for individual and group sessions supporting the units of service billed; and
5. The number and types of information, resources, and referrals provided to participants. This could be added to attendance sheets.

The County will not issue payment until it receives and accepts the completed monthly program report, and all required supporting documentation.

F. Evidence-Based Program Resources

The following resources may help Proposers identify evidence-based or promising programs and practices for people involved in the criminal justice system. This list is not complete. The inclusion of a resource or program does not constitute County approval or endorsement.

Proposers may use another reliable source but must identify the source and explain how it supports the proposed program or practice. Proposers are responsible for confirming that the information and evidence are current and applicable to the population being served.

- **SAMHSA Evidence-Based Practices Resource Center:**
<https://www.samhsa.gov/libraries/evidence-based-practices-resource-center>
- **Seeking Safety—Trauma and Substance Use Treatment Model:**
<https://www.treatment-innovations.org/seeking-safety.html>
- **CrimeSolutions Rated Programs-Supplemental Resource:**
<https://crimesolutions.ojp.gov/rated-programs>

9. Recovery Support Services - Oxford House/Sober Living

Purpose:

The purpose of this program is to assist eligible Burlington County residents with transitioning from substance use disorder treatment into a safe, stable, and supportive recovery environment. These services are intended to support continued participation in treatment, recovery stability, and long-term recovery.

A. Eligible Recovery Residences

County funding may be used only for placement in one of the following eligible recovery residences:

1. **Oxford House:** A recovery residence that holds a current charter from Oxford House, Inc. Oxford Houses are self-run and self-supported homes where residents share household responsibilities and support one another in maintaining a drug- and alcohol-free living environment.
2. **Class F Cooperative Sober Living Residence:** A sober living residence that holds a current Class F license issued by the New Jersey Department of Community Affairs. The residence must serve individuals recovering from substance use disorders and provide an environment where residents support one another's sobriety and recovery.

B. Continued Recovery Participation

Residents receiving financial assistance must continue participating in outpatient treatment, an aftercare program, or an active recovery support group during their placement. The Successful Proposer must verify and document each resident's participation.

C. Financial Assistance and Funding Limits

1. The Successful Proposer may provide financial assistance of up to \$600.00 for each eligible Burlington County resident admitted to an approved Oxford House or Class F Cooperative Sober Living Residence.
2. Funding may cover up to one month's rent or Oxford House equal expense share and any applicable admission or move-in fee. The total financial assistance may not exceed \$600.00 per resident.
3. Financial assistance must be based on the resident's demonstrated financial need and the availability of County funds.
4. Funding is limited to one approved placement per resident during the applicable grant year. Any request for another placement or additional financial assistance for the same resident during that grant year requires prior written approval from the County.
5. County funds cannot be used for a residence located outside the State of New Jersey.

D. Participant Eligibility and Required Documentation

To qualify for financial assistance, the resident must:

1. Provide an approved form of identification or other County-approved documentation verifying Burlington County residency.
2. Provide documentation showing successful completion of a substance use disorder treatment program. Documentation must include the applicable New Jersey Substance Abuse Monitoring System (NJSAMS) discharge record when the treatment provider is required to report in NJSAMS; and
3. Provide documentation showing that the resident is actively participating in, or scheduled to begin, outpatient or intensive outpatient substance use disorder treatment, an aftercare program, or an active recovery support group.

The Successful Proposer must verify and document that all eligibility requirements have been satisfied before requesting County authorization or issuing payment.

E. County Authorization

Before committing County, funds or issuing payment, the Successful Proposer must:

1. Collect and review all required participant eligibility documents.
2. Verify the Oxford House charter or Class F license of the proposed residence.
3. Submit the required participant and placement information to the Burlington County Alcohol and Drug Coordinator or authorized designee.
4. Obtain a county referral number.
5. Obtain prior written approval using the official County authorization form; and
6. Maintain the completed authorization form and all supporting documentation in the resident's program record.

A payment issued without a county referral number and County approval will not be eligible for reimbursement.

F. Payment and Reimbursement

1. Collect and review all required participant eligibility documents.
2. Verify the Oxford House charter or Class F license of the proposed residence.
3. Submit the required participant and placement information to the Burlington County Alcohol and Drug Coordinator or authorized designee.
4. Obtain a county referral number.
5. Obtain prior written approval using the official County authorization form; and
6. Maintain the completed authorization form and all supporting documentation in the resident's program record.

A payment issued without a county referral number and prior County approval will not be eligible for reimbursement.

G. Administrative Fee

The Successful Proposer will receive a \$50.00 administrative fee for each eligible Burlington County resident who is approved for financial assistance and admitted to a County-approved Oxford House or Class F Cooperative Sober Living Residence.

The administrative fee is separate from the resident's financial assistance and does not count toward the \$600.00 limit. The fee will be paid only once for each resident during the grant year. If the County approves additional financial assistance for the same resident, no additional administrative fee will be paid.

H. Residence Verification Resources

The following resources may be used to review the eligibility of a proposed recovery residence. The County will verify the information and make the final determination regarding the residence's eligibility for funding.

The Successful Proposer is responsible for confirming that the proposed residence remains eligible at the time County authorization is requested.

- **New Jersey DCA—Licensed Facility:**
<https://data.nj.gov/stories/s/sh9m-6wmk>
- **Oxford House, Inc.:**
<https://www.oxfordhouse.org/>



**RECOVERY SUPPORT SOBER LIVING FUNDING:
EXPENDITURE REPORT**

Margaret Melton
Burlington County Drug and Alcohol Coordinator
795 Woodlane Road, P.O. Box 6000
Mount Holly, NJ 08060

Date:

From:

Client Name	Referral #	Service House/Facility	Total Amt

# of Clients	Unit Cost	Service	Total Amt
	\$50.00	Administration	\$50.00

TOTAL

I hereby certify that the information provided in this invoice of expenses paid to the identified sober living facility are accurate and true.

Print Name: _____

Signature: _____

Title: _____



RECOVERY SUPPORT SOBER LIVING FUNDING: APPROVAL FORM

Margaret Melton
Burlington County Drug & Alcohol Coordinator
795 Woodlane Road, P.O. Box 6000
Mount Holly, NJ 08060

Date:
Referral #:

To: Proof of Burl Co Residency ID#

Type of ID

TX Completed _____

Where, Date, Modality

Client Name	Contact Info	Service Description	Total Amt

Please provide a check in the amount of \$ _____ (one-time funds) for the Burl Resident identified above to enter:

Facility/House Name: _____

Address: _____

Phone# _____

Make Check Payable To: _____

(Name of Oxford House/Business **NOT CLIENT**)

Send To: _____

Name

Title

Cell Phone: _____

Approval Signature: _____

Burlington County Drug and Alcohol Coordinator OR

Burlington County Division of Behavioral Health Division Head

1.08 ANNEX A – COUNTY CONTRACT

The County authority that provides direct services (“county contractee”) and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein

ANNEX A

County Contract

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund “only [to] be distributed to the counties...pursuant to the formula set forth in section 5 of this [1983] act...to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers.” Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I: Requirements of the County Authority

A. General

1. The county governing body shall designate a “county agency or individual”¹ whose “primary responsibility” shall be “planning services and programs for the care or treatment of alcoholics and drug abusers.” [C.26:2b-33, 4.a.]
2. The county governing body shall, in conjunction with the designee, “submit to [DMHAS] and the Governor’s Council on Alcoholism and Drug Abuse [or GCADA] an annual comprehensive plan for the provision of community services to meet the needs of alcoholics and drug abusers” [C.26:2b-33, 4.a.] that “shall demonstrate linkage with existing resources which serve alcoholics and drug abusers and their families.” [C.26:2b-33, 4.a.]
3. The county authority shall utilize AEREF and SDF dollars only in accordance with the county comprehensive plan, or CCP.

B. Comprehensive Plan and Process

1. The county authority shall designate “a county agency or individual” qualified by training and experience to direct the development of a continuous, community-based, comprehensive planning process that produces:
 - a. a four-year CCP that clearly states the county’s goals and objectives for both the maintenance and development of community prevention, early intervention, treatment and recovery support services and programs for the care or treatment of persons afflicted with the chronic disease of alcohol or drug abuse disorder,
 - b. a resource allocation plan that supports the achievement of the CCP’s goals and objectives,
 - c. an RFP that implements the CCP’s planned allocation of resources, a.k.a. investments,
 - d. a performance monitoring plan for both county-provided services and sub-contracted service providers,
 - e. ongoing support for and cooperation with evaluation research DMHAS may commission,

¹ a.k.a. the County Alcoholism and Drug Abuse Director, or CADAD, in the case of an individual.
ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (RFP-26-0067)

- f. an annual progress report in each of the four years of the CCP that reports to DMHAS on the achievement of the county's annual objectives and addresses the currency of the CCP throughout the planning cycle.

C. Staffing Requirements For The Comprehensive Planning Process

1. The county authority shall provide all staffs, facilities, equipment and supplies required to both develop and implement the planning process described in B.1.
2. The county authority shall take special notice of the professional skills required to fulfill the terms of item B.1 including but not limited to skills in:
 - a. Designing and administering community-based planning processes,
 - b. Communicating and collaborating with diverse populations of stakeholders, residents, and government officials,
 - c. Designing and administering county website portals that foster community awareness of and participation in the planning process,
 - d. Using primary and secondary source statistics and statistical reasoning,
 - e. Collecting, interpreting, and applying qualitative data for planning purposes,
 - f. Constructing "logic models" that display the logical relationships among goals, objectives, investment strategies and community outcomes presented in the plan,
 - g. Writing, revising, and proof-reading technically demanding documents according to protocols and technical assistance provided by DMHAS,
 - h. Displaying the planned allocation of financial resources and the quarterly utilization of same via an automated Excel template provided by DMHAS,
 - i. Budgeting for county AEREF contract reapplication using the Contract Information Management System, or CIMS, provided by DMHAS,
 - j. Monitoring plan implementation
3. In light of the broad list of skills identified in C.2 as being required by the activities outlined in B.1., the county authority shall support the designated "county office or individual" responsible for fulfilling the requirement of B.1 by authorizing the designated "county office or individual" to draw upon county personnel able to supply one or another of the required skills for limited, specialized assistance.
4. If a required skill cannot be supplied by other existing county personnel, the county shall purchase the skill from private consulting professionals
5. The county authority shall present the credentials of any planning consultant to DMHAS for review and certification that the intended consultant possesses the educational background, training and skills required and is appropriately engaged by county subcontract for a limited term via a purchasing and contracting process that complies with the terms of the contract.

D. Production and Certification of the CCP

1. The county authority shall draft and submit a four-year CCP, a corresponding planned resource allocation grid, or PRAG, and a corresponding draft Request for Proposal (RFP) in accordance with all DMHAS required timeframes and deadlines to the DMHAS Director, Office of Planning, Research, Evaluation, and Prevention, or PREP, in accordance with *New Jersey P.L 1989, Chapter 51* and DMHAS quality assurance guidelines.

2. The county authority recognizes and agrees that no request for proposals pertaining to the provision of substance abuse services using state resources provided by the AEREF or SDF may be published prior to adoption by the county authority of a state certified CCP. The county authority further agrees to coordinate its RFP procedures with the DMHAS timeline for the production and review of the CCP and the annual plan update and progress reports.
3. The County Comprehensive Plan shall:
 - a. use the most current quantitative and qualitative data available to:
 - i. assess the current and projected substance abuse service need and demand of county residents, called “effective demand for services”;
 - ii. assess the current and projected availability and accessibility of substance abuse services to county residents with effective demand for services, called “effective service capacity or supply”;
 - iii. describe the size and causes of gaps between effective service demand and capacity by service type paying special attention to the impacts of the gaps on the effective service demands of youth, women, DUI arrestees, persons in the workforce, disabled persons, criminal offenders, seniors, and persons with both substance abuse and mental health disorders;
 - iv. describe the strategies available to the county for closing the gaps by service type, including those that unify or integrate county service investments with those of other county, state, or federal agencies or private entities intending to reduce the same or similar shortfalls in effective capacity;
 - v. describe the benefits for county residents of reducing the identified gaps by service type, paying special attention to the benefits for the aforementioned subpopulations,
 - b. establish goals and set annual objectives based upon the assessments and strategic planning identified in 3.a that will govern the use of AEREF and SDF dollars in each of the four dimensions of the continuum of care, namely, prevention, early intervention, treatment and recovery support services, over the course of the planning cycle,
 - c. model the logical relationship of service goals to annual objectives to implementation strategies to funds allocated for implementation to expected number of persons served to measurable community benefits obtained annually and cumulatively.

E. Annual Progress Reporting

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.
2. If the county authority proposes a change to the CCP in any annual progress report, DMHAS shall review the proposed change for compliance with Chapter 51, P.L. 1989 and DMHAS quality assurance standards. The county authority shall submit the proposed change both as it appears in the annual update progress report and as it would appear in an appropriately amended Logic Model. Upon compliance certification by DMHAS, the county may adopt the change and the amended Logic Model for use in the subsequent contract year and thereafter.
3. The county authority shall report, in writing, any “sudden” unanticipated but necessary changes to implementation methods or strategies of the CCP to the Director, Office of PREP as they occur. Any

such notification report shall include a revised logic model incorporating the change at issue. DMHAS shall review the change for compliance with Chapter 51, P.L. 1989 and DMHAS quality assurance standards.

F. Additional Requirements of the County Authority Participating in the AEREF and SDF Program

1. **County IDRC Requirement:** The county authority shall identify the IDRC that will serve county residents during the planning cycle. Section 14 of P.L. 1989, c.51 (C.26:2B-33), subparagraph 4.b.
2. **County Match Requirement:** The county authority “shall contribute a sum not less than twenty-five (25%) percent of its AEREF allotment to fund community services for alcoholics pursuant to the county’s annual comprehensive plan.” Section 15 of P.L. 1989, c.51 (C.26:2B-34), subparagraph 5.b. The permissible uses of the county match dollars are further described in Addendum A, “Accounting Rules”, paragraph 1.
3. **Prevention Education Requirement:** The county authority is to commit 11.77% percent of its AEREF allocation for the provision of education services consistent with Section 14 of P.L. 1989, c.51 (C.26:2B-33), subparagraph 4.c. With specific approval of the DMHAS, the county authority may opt to apply its prevention education dollars to the prevention of relapses among patients discharged from clinical treatment in order to sustain patients in the “recovery zone.”

- G. Evidence-based Programming Requirement** The county shall use AEREF and SDF dollars to obtain and deploy the use of SAMHSA-approved, evidence-based programs. If, evidence-base programs cannot be found that serve the county’s plan for recovery support services, the standard may be reduced to permit the use of a “best practice” program.

H. Establishment of a Local Advisory Committee on Alcoholism and Drug Abuse

1. The county authority, in accordance with P.L. 1989, Chapter 51, Section 14, C.26:2B-33, subparagraph d, shall, “establish a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) to assist the governing body in development of the annual comprehensive plan.”

“The LACADA shall consist of no less than 10 and no more than 16 members and shall be appointed by the governing body. At least two of the members shall be recovering alcoholics and at least two of the members shall be recovering drug abusers. The committee members shall include the county prosecutor or his designee, a wide range of public and private organizations involved in the treatment of alcohol and drug-related problems and other individuals with interest or experience in issues concerning alcohol and drug abuse. The composition of the LACADA shall, to the maximum extent feasible, represent the various socioeconomic, racial and ethnic groups of the county in which it serves.”

2. The county authority shall ensure that the LACADA shall:
 - a. maintain active membership at a level not less than 10 and not exceeding 16, where “active membership” shall be defined as attendance and participation in at least 10 of 12 LACADA monthly meetings spread over 10 separate months,
 - b. meet, at a minimum, once per month throughout the contract calendar year at which 10 active members shall constitute quorum for an official LACADA meeting,
 - c. maintain copies filed at the offices of the county authority of all meeting sign-in sheets, agendas, minutes, funding recommendations and RFPs for the provision of planned alcohol and drug abuse services corresponding to the CCP; these shall be made available for review during

the annual site visit with the DMHAS County Planning Program Monitor,

- d. develop and adhere to county approved by-laws that shall include at a minimum the requirements for membership as set forth above, and shall also include the following stipulations with respect to membership:
 - 1) The county designated CADAD shall not serve as Chairperson, nor as a voting member, of the LACADA; and
 - 2) a maximum of three county employees may serve on the LACADA as voting members provided that they recuse themselves from voting upon any matters in which they may have a real or perceived conflict of interest.
 - e. establish a “County Alliance Steering Subcommittee,” or CASS, in accordance with the membership and operational requirements stipulated in N.J.S.A.,C.26:2BB-8.
3. The county authority shall notify the DMHAS, Office of PREP in writing within three business days if LACADA membership falls below 10 active members indicating as well how the vacancies have impacted the aforementioned representational characteristics of the LACADA. Notification shall include a detailed plan with time frames for implementation that informs the DMHAS how the county authority will restore and maintain LACADA membership.

I. Unification Planning and Collaboration Across State and County Planning Bodies

1. The county authority shall require the designated county designated CADAD, the LACADA and its CASS to establish and maintain collaborative working relationships with each other and with other state and county planning bodies whose responsibilities bear upon the:
 - a. successful development of the full continuum of care for residents with alcohol and drug abuse disease and, consequently, the
 - b. development of the CCP.
2. Said relationships shall minimally consist of regular and frequent communications throughout the contract calendar year that promote mutual sharing of information needed to “demonstrate” and then act upon linkages among a wide range of existing state and local government and private resources which serve alcoholics and drug abusers and their families as per the requirements of in accordance with *New Jersey P.L 1989, Chapter 51,N.J.S.A. C.26:2b-33, Section 14, 4.a.* and DMHAS quality assurance guidelines.
3. The county authority shall seek to coordinate planned resource allocation among the following entities and such others as the county or the DMHAS may from time to time propose:
 - a. New Jersey Behavioral Health Planning Council,
 - b. Governor’s Council on Alcoholism and Drug Abuse
 - c. Interim Management Entity
 - d. Human Services Advisory Council,
 - e. Youth Services Commission,
 - f. Mental Health Board,
 - g. Interagency Coordinating Committee,
 - h. Regional Prevention Coalition
 - i. “Mobilizing Action Through Planning and Partnership” Task Force

4. The purpose of the required collaboration shall be to both share planning information and coordinate planning actions among the aforementioned entities. Collaboration shall include regular attendance by the CADAD at the monthly meetings of the state Behavioral Health Planning Council, establishing liaison relationships among the aforementioned county agencies, organizing occasional joint meetings for the purpose of exchanging and reviewing summary reports on plans, operations, issues, assessments, policy decisions, calendars, etc.

J. Solicitations of Third Party Service Subcontracts

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the county authority.
2. All contractors and subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All contractors and subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The county authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service subcontracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
 - a. public announcement of the availability of funds for alcohol and drug abuse services;
 - b. committee review by the LACADA of all competitive proposals/bids;
 - c. documentation of committee review and funding recommendations;
 - d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.
6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The county authority will monitor those services as required for subcontracts.

K. Requirement to Obtain DMHAS Approval of Subcontracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed subcontracts or other third party service provision agreements, **such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU)**, to the DMHAS Office of PREP **no later than April 15 of the contract year** for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed subcontracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved

subcontract or other written agreement will be returned to the county and will not be reimbursed.

5. The county authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third party service provider prior to the service start date.

L. Fiscal Requirements

1. The county authority shall assure that all subcontracted third party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
 - a. State and Federal Governments
 - b. Non-profit Organizations
 - c. Educational Institutions
 - d. Hospitals
 - e. For Profit Organizations
2. The county authority shall maintain records of the county process for procuring any third-party services. This process shall ensure that the county authority, or contractor, and any third-party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The county authority shall monitor subcontractor performance to verify that services invoiced under this contract have been provided.
4. The county authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG the:
 - a. total cost of its direct service provision charged against this AEREF and SDF contract,
 - b. sum of service invoices it received from each subcontracted service provider,
 - c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
 - d. total number of residents each subcontracted service provider admitted to its care
5. It shall be the county authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The county authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. **"Payer of Last Resort" Requirement**

The county authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.

8. Program Monitoring Requirement

- A. The county authority shall monitor all third-party expenditures and ensure that at a minimum:
 - 1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
 - 2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
- B. The county authority shall conduct annual site visits:
 - 1) using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
 - 2) Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
 - 3) Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
- C. The county authority shall conduct additional programmatic reviews of subcontractors if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:
 - 1) non-compliance with timely submission of quarterly progress or financial reports;
 - 2) underutilization of service levels, as agreed to in the subcontract;
 - 3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
 - 4) unmet corrective action plan from previous monitoring cycle;
 - 5) negative community or client feedback.
- D. When requested, programmatic review of subcontractors is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
- E. The county authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to subcontractors.
- F. The county authority shall require all subcontracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the county authority using the DMHAS approved roster form. The county authority shall maintain these rosters on file.
- G. Subcontracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all subcontracting requirements apply.
- H. The county authority, if providing direct services, and subcontracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director,

Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Section II: Requirements of County Authorities that Provide Direct Services

1. A county authority that provides direct client services hereinafter shall be referred to as a county contractee.
2. A county contractee shall have a current DMHAS license to provide the contracted substance abuse treatment services at each site. The county authority, shall enter into a formal, written agreement with the (county contractee) service delivery entity (i.e., MOA) that clearly states the terms and conditions of the agreement, including adherence to service utilization requirements. The service delivery entity shall adhere to the terms of this Annex A, including applicable practitioner and facility licensure regulations.
3. The county contractee must develop a system for allocating, tracking and differentiating by payer revenue, expenses, services and capacity which provides a comprehensive view of its service programs, especially those that include public funding, in a format to be provided by DMHAS Director, Office of PREP. The county authority shall also require the same for all of its subcontractees.
4. A county contractee shall establish minimum levels of service for all funded programs and maintain an active caseload of county eligible clients at all times throughout the contract year.
 - a. Underutilization is a serious compliance issue that could result in the withdrawal or reduction of contract funds if the contractee, upon notice from the DMHAS Director, Office of PREP is unable through marketing and community outreach to increase the number of clients served to the funded level.
 - b. The contractee must notify the DMHAS Director, Office of PREP within five (5) working days, whenever the level of service is below 95% of the contract requirement for 30 days or more.
 - c. The county authority shall require these same minimum-levels-of-service requirements for all of its advance pay treatment service subcontracts.

Section III

A. County Authorities that Provide Services Directly (County Contractee) and through Subcontractees

1. The county contractee and subcontractee shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The county contractee and subcontractee shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The county contractee and subcontractee shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS

discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.

4. The county contractee and subcontractee shall ensure that all services provided will be documented and maintained in individual client files.
5. The county contractee and subcontractee shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The county contractee and subcontractee shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The county contractee and subcontractee shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The county contractee and subcontractee shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The county contractee and subcontractee is prohibited from distributing hypodermic needles or syringes, e.g., implementing a “needle exchange” program under this contract (subcontract.)
10. The county contractee and subcontractee shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The county contractee and subcontractee shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the county contractee and subcontractee to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. Fiscal

1. The county contractee and subcontractee shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The county contractee and subcontractee shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the contractee/subcontractee including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The county contractee shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The county contractee and subcontractee agency shall develop and maintain written policies and

procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.

5. The county contractee and subcontractee shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The county contractee and subcontractee must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The county contractee and subcontractee shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
 - a. The contractee shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
 - 1) The contractee shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
 - 2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
 - 3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
 - 4) The contractee shall ensure that funds made available under this agreement will not be used to supplant other funding.
 - 5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
 - 6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
 - 7) DAS funding may not be utilized for insurance co-pays.
 - b. The contractee cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
 - c. The contractee must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.
 - d. The county authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The county contractee and subcontractee shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The county authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The county contractee and subcontractee shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract) operations. Staff schedules must be maintained and available for review.
4. The county contractee and subcontractee, in providing direct treatment services, shall designate the following personnel:
 - a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
 - b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
 - c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAM PPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The county contractee and subcontractee shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The county contractee and subcontractee shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The county contractee and subcontractee shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The county contractee and subcontractee providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The county authority may opt to cost-share the expense of required criminal background checks with its subcontractees.

E. Admissions Priority Criteria

1. The county contractee and subcontractee shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the contractee (subcontractee) policy manual.
2. The county contractee and subcontractee shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The contractee (subcontractee) shall at all times grant admission to treatment for priority populations in the following order:
 - a) Injecting drug using pregnant women;
 - b) Pregnant women;
 - c) Injecting drug users;
 - d) all other alcohol and drug users.
3. If a county contractee and subcontractee is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
 - a) HIV and Tuberculosis (TB),
 - b) risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants,
 - c) steps to take to ensure that HIV and TB transmission does not occur,
 - d) referral for HIV or TB treatment services.
 - e) effects of alcohol and drug use on the fetus
 - f) referral for prenatal care.

F. Clinical Services and Records

1. The county contractee and subcontractee shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The county contractee and subcontractee shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
 - a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
 - b) Client assessment using the ASI;
 - c) Documentation of client level of care determination according to the ASAM PPC 2-R; DSM IV-TR diagnosis;
 - d) Household income assessment using the DMHASIE;
 - e) Physical examination/medical assessment, including TB testing as required by regulation;
 - f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;

- g) Tobacco use identified and addressed in the client's treatment plan;
 - h) Individual and group counseling and progress notes;
 - i) Education/didactic session notes;
 - j) Acknowledgment of HIV counseling and testing authorization signed by client;
 - k) Attendance sheet signed by client;
 - l) Discharge/Continuum of Care plan.
 - m) NJSAMS modules, including admission and discharge screens;
 - n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The county contractee and subcontractee shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
 4. The county contractee and subcontractee shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
 5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.
 6. The county contractee and subcontractee shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
 7. The county contractee and subcontractee shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
 8. The county contractee and subcontractee shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
 - a) Client ID #
 - b) Date of Admission to Treatment
 - c) Discharge Date
 - d) Family Income
 - e) Family Size
 - f) Treatment Modality/Level of Care
 - g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
 - h) Total number of days of service at this level of care

G. Clinical Supervision

1. The county contractee and subcontractee shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The county contractee and subcontractee shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1. The county authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka “**South Jersey Initiative (SJI)**”, shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:
 - 1) adolescents ages 13 through 18
 - 2) young adults ages 18 through 24
 - 3) a resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The county authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.
2. The county contractee and subcontractee shall ensure that funding designated on the CIMS, in the categories of “**Special Appropriation, Detoxification**” and “**Supplemental, Detoxification**” shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.
3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:
 - a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.
 - b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
 - 1) completed ASI;
 - 2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
 - 3) completed NJSAMS admission and discharge forms.
 - c. Client’s yearly limits for detox are as follows:
 - 1) Level IV.D is 15 days per calendar year

- 2) Level III.7D is 25 days per calendar year
- e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
 - 1) one or more patients has completed sub-acute detoxification and is seeking residential care,
 - 2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
 - 3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.
- f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.
9. The county contractee and subcontractee shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
10. The county contractee and subcontractee shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non- hospital based.
11. The county contractee and subcontractee shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The contractee and subcontractee shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The contractee and subcontractee shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The contractee and subcontractee shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The contractee and subcontractee shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The county authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

Addendum A: Accounting Rules

1. The “County Match Requirement” established by P.L. 1989, Chapter 51, Section 15, N.J.S.A. C.26: 2B-34, paragraph 5.b. “as a condition for receiving the allotment calculated by [the formula]” stipulates its use “to fund community services for alcoholics pursuant to the county’s comprehensive plan.” The statute thereby precludes the use of the county matching dollars to pay any portion of salary and fringe benefits for the services of any county staffs with the exception of those that provide direct community services to alcoholics.
2. The county authority may replace that portion of CADAD salary and fringe supported by county matching dollars prior to CY 2016 with dollars taken from the county’s AEREF Allotment.

1.09 SAMPLE MONTHLY REPORTING FORMS

The following pages are examples of the monthly reporting forms. They are required to be submitted with the Successful Proposers' signed voucher for payment. These forms will be sent to the Successful Proposers by the Burlington County Fiscal Unit along with the Successful Proposers' county vouchers.

These forms are only samples. Each Successful Proposer will receive forms that will be prepared specifically for their agency and the modality of treatment that they will be providing.

For questions regarding fiscal matters, please call 609-265-5408 and ask for Shayne Davis.

SAMPLE - Monthly Activity Report

Agency Name: _____

Report Date: _____

Services Performed: _____

Month/Year: _____

Please submit this report and all required support documentation with vouchers for payment each month. Payment will not be made until the monthly report is received and accepted.

Category	Projected Annual Expenditures	Current Month Totals	Year To Date Totals
1. Total Program Expenditures	_____	_____	_____
2. Unit Cost Per Service	_____		

Current month and year to date expenditures should reflect unit cost-per service multiplied by the total number of units of the corresponding service.

Category	Projected Annual Level of Service	Current Month Totals	Year To Date Totals
1. Total Level of Service (i.e. treatment days, sessions, etc.)	_____	_____	_____
2. Unit of Service – Type			

3. Total New/Carryover Client Count		_____/____	_____/____

I certify that the above accurately reflects program activity for the period indicated to the best of my knowledge.

Name: _____

Title: _____

SAMPLE - Monthly Expenditure Report

AGENCY NAME: _____

TREATMENT MODALITY: ADULT OUTPATIENT

MONTH & YEAR: _____

PROGRAM	CURRENT MONTH TOTALS	UNIT COST	TOTAL AMOUNT
INTAKES/EVALUATIONS	0	\$90.00	\$0.00
INDIVIDUAL COUNSELING	0	\$50.00	\$0.00
FAMILY COUNSELING	0	\$70.00	\$0.00
GROUP COUNSELING	0	\$25.00	\$0.00
URINE ANALYSIS	0	\$25.00	\$0.00
TOTALS	\$0.00		\$0.00

NAME: _____

POSITION: _____ DATE: _____

SAMPLE – Monthly Expenditure Report

AGENCY NAME: _____

TREATMENT MODALITY: ADULT RESIDENTIAL

MONTH/YEAR: _____

[illegible]

NAME: _____

POSITION: _____ **DATE:** _____

1.10 CONTRACT PERIOD

Contract period is **ONE (1) YEAR:**

Beginning		January 1, 2027
	and	
Ending		December 31, 2027

with two (2) one-year options. Option year one begins on January 1, 2028 and ends on December 31, 2028. The second option year begins on January 1, 2029 and ends on December 31, 2029.

IMPORTANT NOTES:

- Execution of the option years is at the sole discretion of the County of Burlington.
- Applicants for these funds are cautioned that the funding for the initial contract period and option years are contingent upon Burlington County receiving sufficient funds from the New Jersey Division of Mental Health and Addiction Services.
- All contracts are contingent on the availability and appropriation of funds.

2.00 PROPOSAL FORM

ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (RFP-26-0067)

IMPORTANT NOTES:

Note #1: Proposers must use the enclosed forms (Section 2.00) to prepare their cost proposal. Proposers shall attach their completed proposal forms under the “**Response Attachments**” tab within the solicitation located at <https://burlcobids.ionwave.net>.

Note #2: The County shall not pay, nor shall the Successful Proposer(s) charge any additional costs, fees, or reimbursements beyond the rates reflected in their proposed budgets. Additional costs that the County shall not pay for include, but are not limited to incidentals, travel, taxes, application fees, fines, supplies, equipment, lodging, tolls, fuel, travel expenses, meals, refreshments, mailings, copying, postage, clerical support, labor, benefits, printed materials, promotional materials, reading materials, etc.

Note #3: Proposers shall be required to honor their proposed pricing for the entire duration of the contract.

Name of Agency: _____

Date: _____

Application Overview of Proposed Services

<u>Section</u>	<u>Program Summary</u>	<u>Page</u>
Purpose of Agency		Page 52
Section 1	Agency Staffing/Qualifications	Page 52
Section 2	Needs Statement	Page 52
	Program Objectives	Page 52
Section 3	Methods	Page 52
Section 4	Service Accessibility	Page 53
Section 5	Other Funding Sources	Page 53
	Outcome Evaluation	Page 53
Section 6	Continuum of Care Coordination	Page 53
Section 7	Sample Application Summary Sheet Application Summary Sheet	Pages 54-56

IMPORTANT NOTES:

- Please complete the “Purpose of Agency” once.
- Please complete Sections 1-6 for EACH proposed service.
- Please complete Section 7 **ONCE** as the **TOTAL** application Summary Sheet.

Purpose of Agency

Include the purpose of your agency as found in your charter bylaws or other appropriate documents.

Proposed Service: _____

Section 1**Agency Staffing/Qualifications**

- A. Agency/Staffing Qualifications:
 - 1. Describe Agency experience related to this service. List other contracts related to this service including amounts.
 - 2. List any agency certifications/accreditation/licensure.
 - 3. Summarize qualifications of Agency Director, Program Supervisor/Coordinator and other program staff (non-clerical) to be assigned to this service. For new/vacant positions give minimum education and experience requirements for each.
Attach resumes.

Section 2**Needs Statement & Program Objectives**

- A. Describe the problem areas and target populations to be addressed with alcoholism/drug abuse funding support. Justify need for service with supportive data.
- B. Summary of Program Objectives to be met in relation to the target population.

Section 3**Service Methods**

- A. Describe the following:
 - 1. Client eligibility.
 - 2. Service activities/methods. (Example: Aftercare group will meet for two hours per week for a total of twelve weeks).
 - 3. Levels of service. Define the type of unit of service. (Example: Per Diem, bed day, group).
 - 4. Number of clients. Client count must be unduplicated. One entry per year.
 - 5. Unit cost (Example: Outpatient group \$20.00/hr. or Residential treatment is \$50.00 per Diem).
- All proposals must be submitted in a fixed unit cost. (Example: Fee for service).

*****Please refer to the “Program Requirements” section of the guidelines for additional information.***

Section 4

Service Accessibility

- A. Describe the following:
 - a. Location of Service
 - b. Hours of Operation
 - c. Transportation
 - d. ADA Compliance
 - e. Implementation Schedule for Contract
- B. Describe any new or innovative initiatives in treatment delivery or program content.

Section 5

Other Funding Sources & Outcome Evaluation

- A. Describe any costs that might be incurred by client to pay for this service.
- B. What other funding sources does your agency use to support Burlington County clients in treatment?
- C. Describe agency methods of evaluating program effectiveness. What outcome measures are used to determine long-term program/client success or failure?

Section 6

Continuum of Care Coordination

- A. Any agency awarded funding through this RFP is expected to coordinate services with other treatment agencies to provide Burlington County clients with the best continuum of care.
 - 1. Describe your agency’s ability and willingness to coordinate with detox or other treatment providers to support clients in Burlington County.
 - 2. Please address issues that could be obstacles to the continuum of care. (Example: Waiting list, transportation, etc.)

Section 7
Application Summary

Sample Application Summary Sheet

	SERVICE	LOS	LOS TYPE	# OF CLIENTS	COST PER UNIT	TOTAL COST
EX	Detox	132	Bed days	33	\$190	\$25,080
	Subtotal					\$25,080
Ex	OUTPATIENT-ADULT	385		35		
	Intakes	35	Face to face	35	\$90	\$3,150
	Individual counseling	100	Sessions	35	\$50	\$5,000
	Family counseling	65	Sessions	35	\$70	\$4,550
	Group counseling	150	Sessions	35	\$25	\$3,750
	Urine analysis	35	test	35	\$25	\$875
	Subtotal					\$17,325
Ex	GRAND TOTAL	767	varies	268		\$42,405

ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (RFP-26-0067)

ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (RFP-26-0067)

Budget Proposal Form

NOTE: Program costs shall be evaluated based off the chart below.

	SERVICE	LOS	LOS TYPE	# OF CLIENTS	COST PER UNIT	SUBTOTAL COST
1a.	OUTPATIENT-ADULT					
	Intakes					\$
	Individual counseling					\$
	Family counseling					\$
	Group counseling					\$
	Urine analysis					\$
	Urine Drug Screen-Presumptive Testing					\$
	Med monitoring					\$
	Psych Evaluations					\$
	Family Education					\$
	Transportation					\$
	Collection, non-Blood specimen					\$
	Subtotal					\$
1b.	INTENSIVE OUTPATIENT (IOP)					
	Intakes					\$
	Individual counseling					\$
	Family counseling					\$
	Group counseling					\$
	Urine analysis					\$
	Urine Drug Screen-Presumptive Testing					\$
	Med monitoring					\$
	Psych Evaluations					\$
	Family Education					\$
	Transportation					\$
	Collection, non-Blood specimen					\$
	Subtotal					\$
2.	DETOXIFICATION – Ambulatory 1D					\$
	Daily Ambulatory Detox Rate					\$
	Intake/Assessment					\$
	Psychiatric Evaluation					\$
	Medication Management					\$
	Case Management					\$
	Peer Support Services					\$
	Individual Therapy					\$
	Group Therapy					\$
	IOP					\$
	Transportation					\$
	Subtotal					\$
3.	DETOXIFICATION – Sub-Acute 3.7D					\$
	Subtotal					\$
4.	RESIDENTIAL-ADULT and / or CO-OCURRING					\$
	Peer Support Services					\$
	Recovery Coach/Mentors					\$

	SERVICE	LOS	LOS TYPE	# OF CLIENTS	COST PER UNIT	SUBTOTAL COST
	Peer Support Services					\$
	Transportation					\$
	Alumni Peer Mentoring Program					\$
	Medication Assisted Treatment (Vivitrol)					\$
	Subtotal					\$
5.	RESIDENTIAL – ADOLESCENT					\$
	Subtotal					\$
6a.	HALFWAY HOUSE – WOMEN					\$
	Subtotal					\$
6b.	HALFWAY HOUSE - MEN					\$
	Subtotal					\$
7.	COMMUNITY/SCHOOL BASED PREVENTION					\$
	Subtotal					\$
8.	EARLY INTERVENTION SUPPORT SERVICES FOR INCARCERATED MEN					\$
	Curriculum					\$
	Books and Manuals					\$
	Pamphlets and Brochures					\$
	Online Courses and Webinars					\$
	Training Videos					\$
	Support Materials					\$
	(Counseling and Community Resources)					
	Subtotal					\$
9.	EARLY INTERVENTION SUPPORT SERVICES FOR INCARCERATED WOMEN					\$
	Curriculum					\$
	Books and Manuals					\$
	Pamphlets and Brochures					\$
	Online Courses and Webinars					\$
	Training Videos					\$
	Support Materials					\$
	(Counseling and Community Resources)					
	Subtotal					\$
10.	RECOVERY SUPPORT – OXFORD HOUSE/SOBER LIVING					\$
	Subtotal					\$
	GRAND TOTAL					\$

PROPOSAL FORM SIGNATURE PAGE

Please take notice that only those proposals with a completed PROPOSAL FORM SIGNATURE PAGE will be considered in determining the successful proposal.

The undersigned hereby undertakes and promises to furnish ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (CONTRACT # RFP-26-0067) services and other items as appropriate and required by the instructions and specifications issued on September 29, 2026 as well as the contract documents concerning the same, including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this proposal.

By signing below the Proposer hereby acknowledges that all contracts are contingent upon availability and appropriation of funds. The prices provided on this proposal form shall remain firm for the duration of the contract. All erasures and/or changes must be initialed by the individual making modification to the proposal.

The successful proposal shall become a part of the signed contract upon award.

_____	_____	
(Signature)	(Organization Name)	
_____	_____	_____
(Type or Print full name)	(Title)	(Date)
_____	_____	_____
(Telephone Number)	(Fax Number)	(Email)

Section 3.37 Agreement

By signature below we accept the terms as outlined under section 3.37 Contract Extension

This will in no way affect this bid/proposal award.

_____	_____, 20__
(Signature)	(Date)

*****END OF SECTION 2.00*****

3.00 TERMS

3.01 DEFINITIONS

Proposer: The word proposer as cited in this proposal is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the proposal.

Contractor(s): The word Contractor(s) as used in this proposal means the most responsible Proposer(s) who is awarded a contract.

County: The word County as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

County Office Building: The administrative offices are located at and legal notices are to be served at

County Office Building
49 Rancocas Road
P O Box 6000
Mount Holly, New Jersey 08060-6000

Owner: The word Owner as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

Vendor: see 'Proposer' above.

Contract: A dual signed copy of this proposal package.

3.02 PROPOSAL INSTRUCTIONS

Proposals shall be submitted through Burlington County's e-bidding platform at the following address: <https://burlcobids.ionwave.net>. This platform contains the official proposal forms and documents that must be completed and submitted for the proposal submission. The County shall not accept proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc. Any sealed bids physically delivered to the County will be returned to the sender unopened.

If the proposal requires a proposal/bid guarantee and/or consent of surety, copies of both documents shall be submitted with the proposal submission on the e-bidding platform. Failure to include said copies shall result in rejection of the proposal submission.

Additionally, if the proposal requires a proposal/bid guarantee and/or consent of surety, the original proposal/bid guarantee and/or consent of surety shall be physically delivered to the County. Said original documents shall be due by the deadline for proposal submissions. Said documents shall be delivered in a sealed envelope plainly marked with name and address of proposer and complete proposal title and number as shown on the cover of these specifications. Failure to submit said original documents on time shall result in rejection of the proposal submission. The sealed envelopes will be returned to the sender unopened. The original proposal/bid guarantee and consent of surety can be submitted by the following methods:

Hand Delivery or Courier Services:

County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

Mail:

County of Burlington
Department of Finance and Purchasing
49 Rancocas Road
Post Office Box 6000
Mount Holly, NJ 08060-6000

3.03 NO PROPOSAL

If not submitting a proposal in accordance with attached instructions and specifications, proposers should submit a “no bid” through the County’s e-bidding platform at <https://burlcobids.ionwave.net>.

3.04 LATE PROPOSALS

NO LATE PROPOSAL WILL BE ACCEPTED OR CONSIDERED.

The County will not be responsible for any proposal not submitted on time due to internet, website, or any other technical difficulty. This shall include but not be limited to power outages, internet disconnections, computer complications, website errors, etc. It is the proposer’s responsibility to ensure that the proposal is prepared and submitted in a timely fashion to navigate technical and digital complications.

If a proposal/bid guarantee or consent of surety is required for this request for proposals, the County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. The County will not be responsible for any documents misdirected in delivery by person or delivery service.

3.05 PROPOSAL WITHDRAWAL

A written request for the withdrawal of a proposal, or any part thereof, may be granted if the request is received by the County prior to the specified time of proposal opening.

3.06 ADDENDA

Any interpretations of these proposal specifications and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective Proposers on record via the County’s e-bidding platform at <https://burlcobids.ionwave.net>. Addenda will be issued no later than seven (7) working days prior to the date fixed for the opening of proposals.

Notices will be sent to all prospective Proposers no later than seven (7) working days prior to the proposal opening advising an addendum has been issued for proposals posted online. It is the responsibility of the vendor to check the website for the addenda.

All addenda issued prior to the proposal receipt date must also be acknowledged and submitted as part of the online proposal submission process at <https://burlcobids.ionwave.net>.

All addenda issued prior to the date of receipt of proposals shall become part of the contract documents and included in the proposal prices.

3.07 ORAL INSTRUCTIONS

No interpretation of the meaning of the Request for Proposal or other Contract Documents will be made to any proposer orally. Every request for such interpretation shall be in writing addressed to the Owner, Division of Purchasing. Such request to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which will be mailed by Certified Mail or by Certified Facsimile Transmission to all prospective proposers currently on record, not later than seven (7) working days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under its proposal as submitted.

No other means of communications, whether oral or written, shall be construed as a formal or official response or statement.

All Addenda so issued shall become part of the Contract Documents.

3.08 PROPOSAL PRICES

Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest pricing and other proposal requirements that will, as determined by the County, fulfill the intentions of this proposal.

3.09 PRICES

Carelessness in quoting prices or in preparation of the proposal will not relieve the proposer from performance of the services required by these proposal documents.

No price escalation will be permitted after proposal has been submitted.

3.10 PRICE CHANGES

Proposal prices submitted by the proposer shall not be adjusted during the contract term.

3.11 CHANGES

All services, equipment, personnel and material which is necessary in order to provide the service and/or supplies as described in these proposal documents and any addenda hereto shall be furnished by the Successful Proposer at the proposal price whether or not all details are specified herein.

Without invalidating the contract, the County may order changes including, but not limited to additions, deletions, modifications and the contract sum shall be adjusted accordingly, if such adjustment is determined to be reasonable and appropriate by the County. All such changes in the contract will only be authorized by written change order subject to approval of a resolution by the Board of County Commissioners.

The cost or credit to the County from a change in the contract shall be determined by mutual agreement before executing the change involved.

The County Treasurer/Comptroller may waive minor deviations in the Proposer's performance pursuant to these documents. A deviation shall only be considered minor on the determination of the County Treasurer/Comptroller.

3.12 PAYMENT

This contract is subject to P.L. 2006, c. 96 and P.L. 2018, c. 127.

Unless otherwise stated in this contract, the County of Burlington's payment terms shall function as follows:

- 1.) sixty (60) days from the payment date specified in the contract; or
- 2.) the later of:
 - a.) sixty (60) calendar days from receipt of properly executed invoice; or
 - b.) sixty (60) calendar days from the date the goods or services were received, as certified by a County officer or duly designated County employee.

The term "invoice" shall be understood to encompass bills, vouchers, warrants, or whatever term the County of Burlington uses to describe the document(s) a vendor submits to request payment.

The phrase "properly executed invoice" shall mean an invoice containing sufficient detail for the payment to be made.

Bills will be payable only upon receipt of an invoice and a properly executed purchase order. All invoices and purchase orders must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

The purchase order number must be on all invoices.

Forward the invoice and purchase order with signature to the County Department shown as "bill to" on the purchase order.

Disputes regarding whether a party has failed to make payments required pursuant to P.L. 2006, c. 96 shall be submitted to the process of alternative dispute resolution provided at Section 3.44 of these specifications.

Notice: P.L. 2006, c. 96, requires a prime contract to pay subcontractors and a subcontractor to pay sub-subcontractors within ten (10) calendar days of the receipt of payments from the County for work completed or services rendered unless otherwise agreed in writing.

3.13 TAX EXEMPT

The County of Burlington is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

3.14 CONTRACT FORMS

All proposers shall complete, sign, and submit all contract forms including but not limited to the Statement of Ownership Disclosure Certification, Hold Harmless/Indemnification Agreement, Non-Collusion Certification, Equal Employment Opportunity Questionnaire, Qualification Questionnaire, and Disclosure Investment Activities in Iran Form as required by this solicitation's requirements on <https://burlcobids.ionwave.net>.

All addenda issued prior to PROPOSAL receipt date must also be acknowledged and submitted with the proposal. Proposers are cautioned to fill in all information as requested on "Line Items" section of this solicitation at <https://burlcobids.ionwave.net> as a basis for making awards. Price information must be clearly indicated on spaces provided.

Use of the Check List in front of this package to assure that all documents are submitted is recommended.

By submitting a proposal the prospective proposer covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these proposal specifications because of any misunderstanding or lack of information will be allowed.

This proposal package becomes the contract upon the signing by the Owner (County of Burlington) along with the proposer's signature.

3.15 NON-PERFORMANCE / FAILURE TO EXECUTE CONTRACT

The Board shall have the right in case of failure, neglect or refusal of the Successful Proposer to perform the contract to the County's satisfaction, to terminate the contract at the expiration of thirty (30) days written notice to the Successful Proposer, served at its last address known to the County.

Upon expiration of said notice the County may, at its option, proceed entering into a contract with other provider(s), for the balance of the term.

Where the County proceeds to enter into a contract for the performance of the balance of the term, the County shall be entitled to deduct the cost thereof, from payments due or grown due and the contract shall be liable for such deficiency. If the County shall declare the said Successful Proposer in default, in whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the Successful Proposer, for breach of the covenants and conditions, of the contract.

3.16 DISCRIMINATION

The Successful Proposer shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

All proposers shall agree to comply with the anti-discrimination provisions pursuant to **N.J.S.A. 10:2-1**.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

Proposers are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27**. See the "Equal Employment Opportunity" sections under the "Attributes" and "Response Attachments" sections for this solicitation at <https://burlcobids.ionwave.net>.

3.18 AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as possible after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants, and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

3.19 ADDITIONAL CLAIMS

Successful Proposer shall make no claim and the County shall not be liable for additional payment or any other concession because of the proposer's misinterpretation or misunderstanding of the contract, or of any failure to fully acquaint itself with any conditions relating thereto.

3.20 ASSIGNMENTS

The proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or its rights, title or interest therein or any part thereof.

If the proposer assigns, transfers, conveys, sublets, or otherwise disposes of the contract in whole or in part, or of its right, title or interest therein, or any of the monies to become due under the contract to any person, firm, or corporation, the contract may, at the option of the County, be canceled and/or annulled and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the proposer and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the proposer for the benefit of creditors made pursuant to the statutes of the State of New Jersey; and no right under this contract or to any monies to become due hereunder shall be asserted against the County in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder.

3.21 SUBCONTRACTING

Proposer shall not subcontract any portion of this contract unless 1) subcontracting is specifically provided for in these specifications and then only to the extent it is so provided or 2) County provides written consent for subcontracting a specific portion of this contract. Such written consent shall be given at the sole discretion of the County and may be withheld for any reason.

3.22 STATEMENT OF OWNERSHIP DISCLOSURE

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholder holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the U.S. Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the U.S. Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2 et seq. which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S. corporations.

The Statement of Ownership Disclosure form shall be completed and signed. Failure of the proposer to submit the required information is cause for automatic rejection of the bid.

3.23 CONTRACT INTERPRETATION

The County's interpretation of the meaning and intent of these proposal documents and the contract shall be final and conclusive.

In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

3.24 CONTRACT AWARD

The County reserves the right to award the contract to proposer(s) based on the selected methodology for the proposal.

The award of the contract or the rejection of proposals shall be made within sixty (60) days of the date of receipt of proposals.

The County reserves the right to deviate from the details of the proposal if the evaluated proposal of any proposer indicates the best interest of the County will be served by such action. The Successful Proposer to whom the award is to be made will be notified at the earliest possible date. A contract will be executed upon satisfaction of all requirements of the proposal documents by the Successful Proposer.

NOTE: THE COUNTY OF BURLINGTON SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONIES OR OTHER EXPENSES INCURRED BY THE PROPOSER UNLESS THE PROPOSER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.

3.25 HOLD HARMLESS/INDEMNIFICATION

The Proposer agrees that upon execution of the CONTRACT for the services outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (CONTRACT #: RFP-26-0067) to be provided by the Successful Proposer to the County of Burlington resulting from any act or omission by said proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

3.26 COUNTY/VENDOR RELATIONSHIP

The entering into of a Contract/Agreement between Vendor and the Board does not create an employer-employee relationship. Vendor shall at all times be treated as an independent contractor. Neither Vendor nor its employees, agents, subcontractors, subcontractor-employees, assignees, invitees or designees shall be considered employees of the Board, and shall not have any legal rights of a County employee.

3.27 ROYALTIES AND PATENTS

The Successful Proposer shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

3.28 DELIVERY COSTS & F.O.B.

Delivery shall be made as directed by the County of Burlington for this PROPOSAL.

All delivery costs shall be included in the proposal price. Delivery is inclusive of all costs associated with off-loading of any product.

F.O.B. The County of Burlington. Freight Paid.

3.29 CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the County reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of this contract.

3.30 SIGNATURE ON PROPOSALS (Sections: 5.00, 5.01, 5.02, 5.03)

Proposals must be electronically submitted per the requirements at <https://burlcobids.ionwave.net>. **Scanned copies of the proposal will not be accepted. The County will not accept any proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc.**

NOTE: FAILURE TO ELECTRONICALLY SIGN, GIVE ALL INFORMATION, COMPLETE, AND SUBMIT THE BID MAY RESULT IN THE REJECTION OF THE PROPOSAL, IN WHOLE OR IN PART.

3.31 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11 et seq. and New Jersey Local Public Contracts Law Rules N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

Whereas there exists in some industries such conditions as paying of poverty wages, violating workplace regulations and suppressing worker rights; the County of Burlington shall not purchase, lease, rent or take consignment goods and/or services produced under the above conditions.

Each proposer, by submitting a proposal, certifies they will comply with all Federal, State and County laws concerning the above.

3.32 REJECTION OF PROPOSAL

The County reserves the right to accept or reject any and all proposals and to waive any immaterial defects or informality in any proposal or in the proposing should it be in the best interest of the County to do so. The determination of a material defect shall be a matter of sole discretion of the County.

3.33 RECEIPT OF PROPOSAL ATTENDANCE

At the time fixed for the receipt of proposals, the proposals will be recorded as received. Proposers and interested persons may watch the proposals be marked as received online. Details on accessing the receipt of proposals online can be found under the "Event Details" tab for this solicitation at <https://burlcobids.ionwave.net>.

3.34 COMMUNICATIONS AFTER THE RECEIPT OF PROPOSAL

It is highly improper for a proposer, after proposal opening, to contact any representative of the County of Burlington to discuss the proposals. The PROPOSAL package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the proposal. Should there be any questions concerning the proposal submitted, you will be contacted by a representative of the County of Burlington and any discussion or contact will be limited to the questions of the representative.

3.35 RESPONSES

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the PROPOSAL is not desired. Unless specifically requested in the PROPOSAL, elaborate art work, corporate brochures, lengthy narratives, , and other extraneous presentation materials are neither necessary nor desired.

3.36 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 et seq. imposes certain requirements upon a business competing for or entering into a contract with Burlington County, a public contracting agency.

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a Proposer for the contract may be submitted with the proposal, but prior to the final award of contract to the Successful Proposer.

The submittal of a Business Registration Certificate is not required from a government agency or an organization organized as a nonprofit entity under 26 U.S.C. Section 501(c).

In addition to the Business Registration Certificate of the Proposer, a Business Registration Certificate may be submitted with the proposal, but prior to the final award of contract for each of the subcontractors named in the bid as required by N.J.S.A. 40A:11-16 et seq.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. The County shall not be responsible for a contractor's failure to comply with this paragraph.

For the term of this contract, the contractor and subcontractors, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For the purposes of this paragraph,

“affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this paragraph, an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

Applications for Business Registration Certificates can be submitted to the Division of Taxation, New Jersey Department of the Treasury at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

3.37 CONTRACT EXTENSION

Contract term for this Request for Bid or Proposal may be extended by a

one two-year,
or
two one-year,

extensions, subject to the following limitations:

- a. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the service(s) are being performed in an effective and efficient manner;
- b. No such contract shall be extended so that it runs for more than a total of five (5) consecutive years;
- c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and

Definition (38) “**Index rate**” means the rate of annual percentage increase, rounded to the nearest half-percent, in the **Implicit Price Deflator for State and Local Government Purchases of Goods and Services**, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

New Jersey Local Procurement Laws describes “Index Rate” and posts most current rate with date.

The “index rate” is used by New Jersey governments to calculate the rate of increase of government goods and services. The index used is the “State and Local Government Implicit Price Deflator,” that is computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. It is found in the Bureau’s quarterly publication, “[Survey of Current Business](#),” [Table 7.1, Quantity and Price Indexes for Gross Domestic Product, State and local section](#).

If the local contracting unit desires to extend a contract under the provisions of [N.J.S.A. 40A:11-15 et seq.](#) or [18A:18A-42](#), the index rate is used to determine the appropriate increase in the contract price. Any price change in the contract as part of an extension is based upon the price of the original contract and shall not exceed the changes in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the “Local Public Contracts Law,” [P.L.1971,c.198\(N.J.S.A. 40A:11-1 et seq.\)](#), except that a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced re-bidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires. (cf:P.L.1999,c23,s64)

3.38 W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the County of Burlington, Division of Purchasing.

3.39 RETENTION OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2(b) – The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.40 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

- A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55 et seq.), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the N.J. Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.
- B. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, C.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

3.41 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter 'Vendor') that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a Certification of Non-Involvement in Prohibited Activities in Russia or Belarus indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If it is found that a Vendor has made a certification in violation of the law, the County of Burlington and/or the State of New Jersey shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Successful Bidder/Proposer shall be required to submit a completed and signed certification form to the County of Burlington prior to the award of contract. The certification form can be found at <https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

3.42 TERMINATION OF CONTRACT

Termination for Cause: The County of Burlington may terminate the contract at any time if the Proposer defaults in the contract or otherwise fails to carry out its contractual responsibilities or fails to make substantial progress toward completion of its responsibilities pursuant to the terms specified in the contract. The County of Burlington shall provide the Successful Proposer with at least thirty (30) calendar days written notice of conditions considered to be a failure to perform contractual responsibilities. If after such notice the Successful Proposer fails to remedy to the satisfaction of the County the condition contained in the notice, within thirty (30) calendar days, the County shall have the right to issue an order to stop work immediately, in which case the contract shall be terminated as of the date of the stop-work order.

The Successful Proposer may terminate the contract if the County fails to carry out its responsibilities under this contract. However, before such termination may occur, the Successful Proposer will provide the County with at least sixty (60) calendar days written notice of those conditions considered to be a failure to perform contractual responsibilities. At that point, the parties agree to meet and discuss the notice sent by the Successful Proposer in an attempt to resolve issues raised by same. If such discussions do not result in resolution, the Successful Proposer, at the end of such sixty (60) calendar day period, may provide a 30-day notice of termination of the agreement, and the parties shall be left to their respective remedies.

Termination Without Cause: The County of Burlington reserves the right to terminate the contract at any time during the contract term. The County of Burlington shall provide the Successful Proposer with at least thirty (30) calendar days written notice of its intention to terminate the contract without cause.

3.43 POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 (toll free in New Jersey) or 609-292-8700. Additional information may also be found at <https://www.elec.nj.gov/>.

3.44 ALTERNATIVE DISPUTE RESOLUTION THROUGH MEDIATION

The Contractor must proceed with all work required under this contract during the mediation process described below if so required by the Board in its sole discretion.

A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out or relating to the Contract. The responsibility to substantiate the Claims shall rest solely with the party making the Claim.

Pending final resolution of Claim, except as otherwise agreed in writing or as provided in these specifications, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Documents.

A dispute or claim arising under this contract shall be submitted in writing to the County' Division of Purchasing with all facts and data. The County's Purchasing Agent will review the dispute and issue their decision or request additional facts or documentation after which they will render a decision as initial decision maker. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date of final payment is due unless thirty (30) business days have passed after the claim has been referred to the Initial Decision Maker with no decision having been rendered.

Any party to the contract under which a dispute has been submitted for mediation may demand the joinder of other interested parties in the dispute unless the mediator appointed to resolve the dispute determines that such joinder is inappropriate.

Whenever more than one dispute of a similar nature arises under the contract, or under related contracts, a contracting party may demand that the disputes be joined unless the mediator appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

The party seeking mediation shall pay all expenses associated with the entire case filing and/or set-up fees. All other expenses shall be paid in accordance with the applicable Federal, State, and Local laws.

If the dispute is not resolved in mediation, the sole venue for any and all disputes arising under this Agreement shall be in a Court of Law, in Burlington County, Superior Court of New Jersey. This Contract shall be interpreted under the Laws of New Jersey.

Any dispute arising under the Contract shall be resolved in accordance with and subject to the following limitations:

1. All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the County is required to issue a decision, such decision shall be a conditions precedent to proceeding to resolve the dispute in accordance with this Section;
2. Prior to litigation, the County of Burlington and Contractor shall endeavor to settle dispute in accordance with applicable Federal, State, and Local laws. A demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement;
3. Nothing herein shall be construed to prevent the County and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation;
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance and/or payment.

3.45 CHALLENGE TO RFP SPECIFICATIONS

Any prospective proposer who wishes to challenge these RFP specifications shall file such challenges in writing with the County of Burlington's Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the County of Burlington or the award of a contract.

3.46 EXAMINATION OF SPECIFICATIONS ACKNOWLEDGEMENT

The vendor, by submitting a proposal, acknowledges that it has carefully examined the RFP specifications, documents, addenda (if any), and the site; and that from its investigation, it has satisfied itself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, it fully understands the intent and purpose thereof, its obligations thereunder, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each vendor submitting a RFP for a service contract shall include in its proposal all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, or work that can be reasonably inferred from the specifications and documents, in accordance with the specifications and documents.

3.47 FALSE MATERIAL REPRESENTATION – (N.J.S.A. 2C:21-34-97(b))

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

3.48 LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the County of Burlington, its officials, 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.

4.00 CONTRACT FORMS

4.01 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The Proposer agrees that upon execution of the CONTRACT for the services and/or goods outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to ALCOHOLISM AND DRUG ABUSE PREVENTION, EDUCATION AND TREATMENT (CONTRACT #: RFP-26-0067) to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

_____, 20____
(Date signed)

[Corporate seal]

ATTEST: _____
(Signature)

(Type or print name/title)

(Firm/Company name)

(Signature)

(Type or print name and title)

(Firm/Company Address)

(City, State)

(Zip Code)

COUNTY OF BURLINGTON, NEW JERSEY

5.00 CONTRACT FORMS

Applicable form must be signed and returned with proposal.

5.01 CERTIFICATION OF CONTRACT - CORPORATION

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the corporation attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____, 20____ (Date signed)	_____ (CORPORATE Name)
	_____ (Signature)
	_____ (Type or print name and title)
[Corporate seal]	_____ (Address)
ATTEST: _____ (Signature)	_____ (City/State) (Zip Code)
_____ (Type or print name/title)	

=====

(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20__

ATTEST:

(County seal)

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the partnership attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____ , 20____	_____
(Date signed)	(Name of PARTNERSHIP)

	(Signature)
Signed and Sealed	_____
in the presence of:	(Type or print name and title)

_____	(Address)
(Name)	_____
	(City/State) (Zip Code)

=====

(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

(County seal)

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the individual attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(Print name of INDIVIDUAL)

(Signature)

(Address)

(City/State) (Zip Code)

WITNESS: _____
(Name)

=====

(Do Not Write Below This Line. For County Use Only.)

ATTEST:

(County seal)

The above offer is hereby accepted
this ____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator