**Important Dates:**

1. **TUESDAY, APRIL 9, 2024 at 2:00 PM:** Written questions will be accepted until 2:00 PM. Questions must be submitted via email to the point of contact listed below.

**NOTE:** **Bidders shall not have contact with any other DMAVA employees regarding this RFP until after contract award.**

1. **TUESDAY, APRIL 16, 2024:** Responses to questions will be emailed to all bidders and posted to the DMAVA website under “Doing business with DMAVA” “Non-Construction Bidding Opportunities”.
2. **WEDNESDAY, APRIL 24, 2024 at 2:00 PM**: Proposals shall be submitted via email to the point of contact below.
3. **Point of Contact Information:**

FDProcurements@dmava.nj.gov

1. **PURPOSE AND INTENT**

This Bid Solicitation is issued by the New Jersey Department of Military and Veterans Affairs (NJDMAVA). The purpose of this Bid Solicitation is to seek quotes for Post-Traumatic Stress Disorder/Readjustment Counseling (PTSD/R) for New Jersey resident veterans and their families for the period of July 1, 2024 through June 30, 2025 with possibility of nine (9) - one (1) year extensions, as approved by NJDMAVA and the contractor.

The intent of this Bid Solicitation is to award three (3), or more contracts per region to the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this Bid Solicitation is most advantageous to NJDMAVA, price and other factors considered. Bid award shall be based upon proposal submitted and/or interview/site visit with the organization. Blanket P.O.s will be awarded based on the provision of contractor(s) for the North, Central, and Southern Regions. NJDMAVA may award any and all regions to one or more bidders.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation will apply to all Blanket P.O.s made with NJDMAVA. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

1. **GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP.

**Bidder** – An individual or business entity submitting a Proposal in response to this RFP.

**Business Associate Agreement (BAA)** - establishes a legally-binding relationship between HIPAA-covered entities and business associates to ensure complete protection of Protected Health Information (PHI). This type of agreement is necessary if business associates can potentially access PHI during their work.

**Client** – Means a veteran or family member with a veteran participating in the PTSD/R Program.

**Contract** – This RFP, any addendum to this RFP, and the Bidder’s Proposal submitted in response to this RFP, as accepted by DMAVA.

**Contractor** – The Bidder awarded a contract resulting from this RFP.

**CSA** – Contract Service Authorization **(See attachment #1)**

**Family Member** – Means the veteran’s immediate family and includes significant others.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by DMAVA unless there is a change in the scope of work.

**HIPAA** - Health Insurance Portability and Accountability Act, a federal law and regulation designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

**LCADC** – Licensed Clinical Alcohol and Drug Counselor.

**LCSW** – Licensed Clinical Social Worker.

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

**MD** – Medical Doctor.

**Practicing Psychologist** – Doctor of Psychology (either PhD and PsyD with a NJ License)

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

**Resident** – Means a veteran living in New Jersey as verified by: Driver’s license, tax bill, utility bill, doctor’s bill, or notarized statement from the individual.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits Proposals to meet the purchase needs of DMAVA.

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

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

**Significant Other** – Means a person who is cohabiting with the veteran in a manner to a spouse.

**State** – State of New Jersey.

**Subcontractor** – An entity having an arrangement with a DMAVA Contractor, where by the DMAVA Contractor uses the products and/or services of that entity to fulfill some of its obligations under its DMAVA contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with DMAVA, only with the Contractor.

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

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to DMAVA pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Veterans Benefit Bureau** **(VBB)** – Veterans Benefit Bureau administers available benefits that the State of NJ offers veterans and their family members.

**Veterans Benefit Bureau (VBB) Program Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Veteran Service Officer (VSO)** – Assists veterans and their family members navigate federal, state and local resources and benefits available to them. This also includes helping veterans and family members file VA Claims.

* 1. **SCOPE OF WORK**
	2. **PTSD CONTRACTOR GENERAL REQUIREMENTS**

The PTSD Contractor(s) (and Subcontractors) **shall** provide assistance in the form of clinical counseling and continuity of care for New Jersey combat veterans discharged, excluding dishonorably, from the United States Armed Forces and their immediate family members. The following general requirements **shall** also apply:

* + 1. All clinicians under contract shall possess an active NJ contractor license (Any of the following licenses: Practicing Psychologist (PhD, PsyD), LCSW, Associate Counselor, Professional Counselor, LCAD, MD and/or Advance Practice Nurse);
		2. The contractor shall have at least one clinician that has a State of NJ, PhD or a PsyD license (The contractor with a PhD or PsyD shall oversee the other clinicians in the facility/organization);
		3. All contractors shall have liability insurance; and
		4. Contractor shall have experience with combat/military related Post Traumatic Stress Disorder.
		5. The bidder shall employ sufficient administrative staff to assure ongoing contact with the veteran clients, referrals, prompt scheduling while maintaining continuity of care, maintaining client documentation, accounts payable, and accounts receivable.
		6. The awarded contractor(s)/organization(s) shall attend a mandatory meeting with NJDMAVA at 101 Eggert Crossing Rd, Lawrenceville, NJ 08648 prior to the start of services. During the meeting important information regarding the scope of work, billing, referral requirement, and expectations will be discussed.
		7. Meetings regarding contract status/performance/issues shall take place as required by the Veterans Benefit Bureau Program Manager.
		8. A representative from the contractor shall participate in at least 1 VSO semi-annual training event hosted by DMAVA.
	1. **CONTRACTOR REQUIREMENTS, CAPABILITIES, AND OPTIONS**

The Contractor(s) should have the capabilities to provide multiple forms of counseling sessions to service the veterans and their families. Each counseling session shall be no less than fifty (50) mins. These sessions include, but are not limited to:

* + 1. Individual sessions (Veteran **or** Family Member) - A one-on-one discussion between the counselor and the client. During the session the trained professional helps the client work through personal issues that they have been facing.
		2. Group sessions - Sessions in which multiple clients who meet with a trained professional and discusses and shares issues that they have been facing to better understand their own situation and learn from and with each other.
		3. Marital/Family counseling sessions – Sessions address the behavior of family members and how their behaviors affect their relationships within the family.
		4. Medication Review - A structured review and discussion of a patient’s medicines with a trained professional.
		5. Biofeedback – a process where a patient is connected to electrical pads to monitor automatic bodily functions and is used to train patient to acquire voluntary control of a specific function.
		6. Telehealth sessions (Ind./Group/Marital/Family/Medication review) - Use of an electronic communication device to support long-distance clinical health care. Telehealth sessions shall receive prior written approval from the VBB Program Manager.

**\*A client shall only be permitted to complete 1 session, per type of session, in a day. For example: a client is allowed to complete 1 Individual session and 1 Group session in a day. A client is not permitted to complete 2 Individual sessions in a day.**

**\*Should a scheduled session not occur for any reason, payment for that session shall not occur.**

* 1. **CONTRACTOR REGION LOCATIONS**

For the purposes of this Bid Solicitation, NJDMAVA shall award to three (3) or more qualified contractors per region, as listed below. The successful bidder(s) must service **ALL** counties **within its region**:

|  |  |
| --- | --- |
| **North Region**  | **Central Region**  |
| Bergen County | Hunterdon County |
| Essex County | Mercer County |
| Hudson May  | Middlesex County |
| Morris County | Monmouth County |
| Passaic County | Somerset County |
| Sussex County |
| Union County |
| Warren County |
| **South Region**  |
| Atlantic County |
| Burlington County |
| Camden County |
| Cape May County |
| Cumberland County |
| Gloucester County |
| Ocean County |
| Salem County |

* 1. **PROGRAM ADMISSION PROCESS AND METHOD OF SERVICE**
		1. The contractor shall work with a DMAVA VSO or VBB Program Manager to add clients in to the program.
		2. The initial four (4) Assessment visits shall not be scheduled until the VBB Program Manager determines the client to be eligible. A completed and signed 4 Assessment Contract Service Authorization (CSA) and all required documentation (DD 214, showing character of service, and proof of NJ residency, and for family members (copy of birth certificate (child) or marriage certificate (spouse))) are required to determine eligibility. Upon approval, the VBB Program Manager shall provide the provider with copy of the 4 Assessment CSA.
		3. The initial 4 assessment visits shall be in-person visits, unless pre-approved by the Veterans Benefit Bureau Program Manager.
		4. Within 30 days of completing the 4 Assessments, the provider shall provide the VBB Program Manager with a letter recommending or not recommending continued service in the Full program.
		5. The DMAVA VSO and VBB Program Manager shall review the recommendation and determine Full Program eligibility.
		6. If client is eligible for the Full program, the VBB Program Manager shall provide the contractor with the signed Full program CSA.
		7. The Full program CSA date shall be the day that the client is admitted in the program and be used for billing purposes.
		8. Clients accepted by the provider without following the proper steps, indicated above, shall be the responsibility of the provider.
	2. **REPORTING**

Each contract year (July 1st through – June 30th) the contractor shall submit to the VBB Program Manager a mid-year fiscal report, detailed expenditure report to-date, and projected expenditures for the remainder of the fiscal year. The mid-year fiscal review shall be due no later than January 31st of each contract year. At the end of each contract year, the contractor shall submit to the VBB Program Manager an end-of-year detailed expenditure report.

* 1. **SITE VISITS**

VBB Program Manager/representative will conduct at least 1 site visit at the organization location each fiscal year (July-June).

**4.0 SPECIAL TERMS AND CONDITIONS**

The VBB Program Manager may limit the number of clients for contractors who fail to meet the requirements of this RFP’s scope of work.

* + 1. DMAVA does not guarantee that any Contractor will receive a specific amount of business throughout the duration of this contract.
		2. DMAVA has the right to reduce the RFP’s scope of work subject to availability of funding.
		3. DMAVA has the right to make modifications to the scope of work during the contract period and any extension years.

**4.2 CONTRACT TERM, EXTENSION, AND TERMINATION**

1. The term of the contract shall be for a period of **one (1) year** from the contract effective date. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.
2. The contract may be extended up to nine (9) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and DMAVA at the pricing reflected in the Price Schedule for the extension years.
3. Contract termination:

a. For Cause:

 i. Where the Contractor fails to perform or comply with contract requirements, DMAVA may terminate the Contract upon 30 days’ written notice.

b. For Convenience:

 i. DMAVA may terminate this contract at any time, in whole or in part, for the convenience of DMAVA, upon no less than 30 days written notice to the contractor.

c. In the event of termination under this section, the Contractor shall be compensated for work performed in accordance with the Contract, up to the date of termination. Such compensation shall be subject to the contractor providing the required documents for invoicing described in Section 6.0 to the DMAVA Program Manager.

**4.3 OWNERSHIP OF MATERIAL**

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

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

**4.4 SECURITY AND CONFIDENTIALITY**

**PRIVACY**

* Data Ownership*.* DMAVA owns DMAVA Data. Vendor shall not obtain any right, title, or interest in any DMAVA Data, or information derived from or based on DMAVA Data.
* Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, and the New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq.
* **Prior to contract award, the successful Bidder(s) shall be required to enter into the DMAVA Business Associate Agreement with DMAVA to ensure complete protection of client’s Protected Health Information.**
* Data Transmission: The Vendor shall not transmit or exchange client or DMAVA Data with any other parties.

All financial, statistical, personnel, customer and/or technical data supplied to DMAVA by the Contractor are confidential (DMAVA Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data gathered by the Contractor that is related to this Contract. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor’s charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor’s suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

All financial, statistical, personnel, customer and/or technical data supplied by DMAVA to the Contractor are confidential (DMAVA Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by DMAVA that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor’s charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor’s suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

The Contractor and all project staff including its Subcontractor(s) may be required to complete and sign confidentiality and non-disclosure agreements provided by DMAVA. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor’s responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees’ start date.

DMAVA reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect DMAVA from losses resulting from Contractor employee theft, fraud or dishonesty). If DMAVA exercises this right, the results of the background check(s) must be made available to DMAVA for consideration before the employee is assigned to work on a DMAVA project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

**4.5 CONTRACTOR’S CONFIDENTIAL INFORMATION**

* + - * 1. The obligations of DMAVA under this provision are subject to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.
				2. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor’s Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor’s Proposal as Background IP (“Contractor Confidential Information”).

Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

* + - * 1. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
				2. DMAVA agrees to hold Contractor’s Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.
				3. In the event that DMAVA receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, DMAVA agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and DMAVA’s intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.
				4. In addition, in the event Contractor receives a request for DMAVA Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide DMAVA with as much notice, in writing, as is reasonably practicable and Contractor’s intended response to such order of law. DMAVA shall take any action it deems appropriate to protect its documents and/or information.

**4.6 NEWS RELEASES**

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

**4.7 ADVERTISING**

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

**4.8 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the VBB Program Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its Proposal.

**4.9 CLAIMS AND REMEDIES**

**4.9.1 CLAIMS**

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

**4.9.2 REMEDIES**

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

**4.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

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

**5.0 PROPOSAL SUBMISSION**

**All proposals must be received by DMAVA Business Office by: WEDNESDAY, APRIL 24, 2024 at 2:00 PM EST.**

**\*THE FOLLOWING MUST BE SUBMITTED WITH PROPOSAL:**

* + 1. The contractor shall identify the physical location(s) (office(s) for each region (north, central, and south) a proposal is submitted.
		2. Clearly indicate how many clients (veterans/family members) your organization can support.
		3. Provide a summary of the experience that your organization’s clinician/s have with the treatment of Post Traumatic Stress Disorder combat veterans and family members.
		4. If applicable, submit a copy of contracts with subcontractors.
		5. Indicate the number of clinical staff the bidder has as it relates to providing the PTSD services required by this RFP.

 **5.0.1 QUESTIONS AND ANSWERS**

 Any Bidder’s inquiry/questions as to the specific details of the RFP or related requirements may be made in writing via:

 a) Email to: FDProcurements@dmava.nj.gov On the subject line indicate:

 **“Post-Traumatic Stress Disorder/Readjustment Counseling (PTSD/R)”**

b) **ALL QUESTIONS MUST BE RECEIVED BY 2:00 pm on TUESSDAY, APRIL 9, 2024**

 c) The New Jersey Department of Military and Veterans Affairs shall accept emailed proposals pursuant to this advertisement and Notice to Bidders.

 d) Email is the only method of delivery for submitting a bid.

 e) Email to: FDProcurements@dmava.nj.gov On subject line indicate:

 **Re: BID PROPOSAL FOR “Post-Traumatic Stress Disorder/Readjustment Counseling (PTSD/R)”**

 **NOTE:** No interpretation of the meaning of the specifications or other contract documents shall be made to any bidder orally.

**5.0.2 TECHNICAL PROPOSAL**

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., **Section 3.1 (respond to each element of this section)**. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidder’s Proposal.

**6.0 INVOICING**

The Bidder shall submit and provide the following in order to receive payment: (Needs to be submitted by the 15th of the following month for services provided during the previous month)

* Vendor invoice
* DMAVA Support Sheet (monthly report containing veteran’s name, session dates, etc.) **(See attachment #2)**
* DMAVA Sign in sheet (with contractors name and license type, type of session, veterans name and veterans’ signature (if telehealth session make a denotation on sign in sheet))
* Treatment notes for each client (for each session)
* Third Party insurance payment documentation shall be submitted to the VBB Program Manager in cases where the contractor pursues this form of compensation from the client.

 **6.1** **INVOICING PROCESS – SESSIONS PAYMENT**

DMAVA shall pay the contractor at 100% of the contract rate for the veteran/family members initial 4 sessions. The contractor may bill clients Third Party insurance in cases where DMAVA’s reimbursement is less than 100% of the contracted rate. The contractor shall not receive reimbursement from DMAVA and Third Party insurance for more than 100% of the contracted rate.

* For individuals enrolled in the program 0-24 months (2 years), DMAVA shall pay the contractor for service at 100% of the contract rate for each session.
* For individuals enrolled in the program from 25-36 months, DMAVA shall reimburse the contractor 50% of the contract rate for each session.
* For individuals enrolled in the program from 37-48 months, DMAVA shall reimburse the contractor 30% of the contract rate for each session.
* For individuals enrolled in the program from 49-60 months, DMAVA shall reimburse the contractor 20% of the contract rate for each session.
* For individuals enrolled in the program from 61-72 months, DMAVA shall reimburse the contractor 10% of the contract rate for each session.
* For individuals enrolled in the program from 73-84 months, DMAVA shall reimburse the contractor 5% of the contract rate for each session.

**\*The department shall not reimburse counseling sessions for individuals in the program after 84 months.**

A client who temporarily leaves the DMAVA program for at least 90 days shall be readmitted at the rate of reimbursement that was in effect when he/she left the program. The contractor shall notify the VBB Program Manager within 90 days of inactivity in order to receive time credit for the client from the date of his/her last session. The contractor shall within 30 days of the clients reinstatement notify VBB Program Manager by letter explaining the reinstatement. At this time, the VBB Program Manager will calculate the new date admitted being used for billing purposes and provide the contractor with an updated Full program CSA signed by the DMAVA VSO.

**7.0 NJ STANDARD FORMS, REGISTRATIONS, AND CERTIFICATIONS REQUIRED PRIOR TO CONTRACT AWARD**

The successful bidder(s) shall complete the required Treasury vendor forms, registrations, and certifications identified in the link below prior to contract award:

[Waiver and DPA Contract Checklist.pdf (state.nj.us)](https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf)

**\*Note:** There is an $150 dollar associated with the completion and submission of the **AA-302 Form** to acquire the required **Employee Information Report Certificate**. Contractors will be required to upload their vendor forms under their profile in **NJSTART**.

**8.0 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS**

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation as issued; (2) the responses to questions received as described in section 5.0.1; (3), State of New Jersey Standard Terms and Conditions and the Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions; (4) the Proposal, and if applicable (5) any Bidder responses to clarifications; (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Quote and accepted by DMAVA, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation, the State of New Jersey Standard Terms and Conditions and the Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Conditions shall prevail.