

REQUEST FOR PROPOSALS

Emergency Mobile Psychiatric Services (EMPS)

Consolidated Service Area Procurement

PHASE 2

Western Connecticut (Waterbury, Danbury, & Torrington), &
New Haven (Greater and Metro New Haven)
Service Areas



August 29, 2008
State of Connecticut
Department of Children and Families

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State of Connecticut
Department of Children and Families
505 Hudson Street
Hartford, CT 06106

REQUEST FOR PROPOSALS (RFP)

PROGRAM TITLE

Emergency Mobile Psychiatric Service for Western Connecticut and for New Haven Service Areas

PROCUREMENT SCHEDULE

The following table summarizes activities and associated dates for this procurement. These activities and dates are detailed in the relevant RFP sections below:

RFP Planning and Development	Initiated Spring 2007
RFP Published	August 29, 2008
Non-Mandatory TA/Bidders Conference	September 5, 2008 at 1:00 PM 8 th floor A/V conference room
Deadline for Submission of Questions	September 12, 2008 at 4:00 pm
Deadline for Receipt of <u>Required</u> Letter of Intent	September 19, 2008 at 4:00 pm
Questions and Answers Posted to Website	On or About September 24, 2008
Deadline for Receipt of Proposals	October 28, 2008 at 4:00 PM
Anticipated Date of Contract Execution	December, 2008

OVERVIEW

The Connecticut Department of Children and Families is the primary funding entity for the Emergency Mobile Psychiatric Service Program for children, youth and their families. In an effort to improve the quality, effectiveness and efficiency of the EMPS program the Department is rebidding the state-wide EMPS service network with these goals: to improve access to timely and appropriate care in the community; to decrease use of emergency departments and inpatient hospitalization and to increase awareness of the availability of emergency mobile response by particular groups.

Over the next 18 months and through a series of procurements, the department will be purchasing the various components of the EMPS system. In order to maintain continuity of service for this essential component of the Behavioral Health Service System, the procurement will occur in phases of which this RFP represents Phase 2. The core components of the new EMPS system are described below:

- **Six (6) Consolidated EMPS Service Areas:** In order to provide maximum flexibility for contracted agencies and to capitalize on improved efficiencies associated with larger service areas, the Department will be establishing six (6) EMPS service areas that together, will provide coverage of the entire state. Boundaries of the new service areas will generally conform to a combination of several area offices. However, there are a few exceptions where individual towns may be excluded/included based on historical contracting and/or service delivery patterns. The six EMPS Service Areas are listed in the table below.

Area	Area Offices	Town/Exceptions	Allocated Funding (Annualized)	Phase/Projected Date of RFP Release
Greater Hartford	Hartford, New	Windsor & Bloomfield	\$2,294,808	Phase 1

Service Area	Britain, & Meriden	are carved OUT of this service area; Plymouth & Terryville are carved IN to this service area		May 2008
Eastern Connecticut Service Area	Norwich & Willimantic	None	\$1,121,305	Phase 1 May 2008
Western Service Area	Waterbury, Danbury, & Torrington	Plymouth & Terryville are carved OUT of this service area.	\$1,633,439	Phase 2 August 2008
New Haven Service Area	Greater & Metro New Haven	Guilford & Madison are carved IN to this service area	\$1,646,270	Phase 2 August 2008
Southwestern Service Area	Bridgeport, Norwalk & Stamford	None	\$1,657,641	Phase 3 November 2008
Central Service Area	Manchester & Middletown	Guilford & Madison are carved OUT of this service area; Windsor & Bloomfield are carved IN to this service area	\$973,285	Phase 3 November 2008
Statewide	All	N/A	\$9,326,748	Transition Completed by June 2009

- Centralized Call Center:** A statewide call center is a key component of the redesigned EMPS System. The call center will help to a) improve the consistency of call definition and the protocol for responding to emergency calls, b) improve ease of access by consumers, c) aid in statewide marketing efforts due to the availability of a single access number, d) improve provider accountability via call center capacity for independent standardized data collection, and e) achieve improved system efficiency by consolidating multiple redundant call center locations. Each of the national exemplary emergency mobile psychiatric programs reviewed by a DCF contracted independent consultant utilized a centralized call center. The call center will also have the responsibility for the development of marketing strategies and the production of marketing materials (customizable brochures, magnets, stickers, posters, etc.). The call center is currently under development with 211 as the service provider.
- Quality Improvement and Training:** The professional literature (Fixen, 2006) and the state's experience with the implementation of evidence based practices has highlighted the value of strong quality improvement processes and standardized training to the delivery of quality mental health services. The Quality Improvement and Training vendor will be responsible for the collection, analysis, and reporting of quality improvement data collected by the call center and EMPS providers. They will also be responsible for external monitoring of quality through a combination of consultation, satisfaction surveys, and fidelity ratings. The training and workforce development responsibilities will include the provision of in-service and pre-service training in the core competencies necessary to operate a quality mobile psychiatric service. Due to limited resources and the need to fund program overlap during the transition from the old to the new EMPS system, the implementation of the Quality Improvement and Training component will be delayed until sometime in the latter half of FY 09 or the beginning of the 2010 fiscal year. In the interim the department will work within available resources to provide/facilitate as much of the core curriculum to EMPS contractors as possible.
- Contract Implications:** The procurement of the new EMPS Program will require making adjustments to existing contracts for EMPS, Care Coordination, and Enhanced Care Coordination that have historically been

bundled into a single multi-service contract. The department will be "unbundling these contracts" and has been engaged in an analysis to establish separate cost centers, dollar amounts and scopes of service for each program (e.g. EMPS, Care Coordination, and Enhanced Care Coordination). Existing EMPS providers for service areas that fall within those being re-procured in PHASE 2 of the new system implementation will be notified, in writing, of the end of their EMPS contract for service and the resulting reduction in funding. New contracts will be established for Care Coordination and Enhanced Care Coordination to reflect the "unbundling" of these services. Neither Care Coordination nor Enhanced Care Coordination is being re-procured at this time. Neither Care Coordination nor Enhanced Care Coordination are being re-procured at this time.

SOURCE OF FUNDS

The EMPS Teams will be funded by state dollars to be awarded through the Department based upon a competitive procurement process. Any and all awards will be contingent upon the continued availability of state funds.

AMOUNT AND TERMS OF AWARD

Western Connecticut: A total of \$1,633,439 (one million, six hundred and thirty three thousand, four hundred and thirty nine) dollars will be available to fund the Western Connecticut EMPS Service Area on an annualized basis. Startup expenses will be available up to 2 months prior to full program operation and will be negotiated with the selected contractor.

New Haven: A total of \$1,646,270 (one million, six hundred and forty six thousand, two hundred and seventy) dollars will be available to fund the New Haven EMPS Service Area (including New Haven and Greater New Haven) on an annualized basis. Startup expenses will be available up to 2 months prior to full program operation and will be negotiated with the selected contractor.

PERIOD OF AWARD

The selected contractor may enter into a contract for a period of up to three (3) years beginning on or about December 1, 2008. Ongoing funding will be contingent upon the performance of the awarded contractor and the continued availability of state funds.

DISPOSITION OF PROPOSALS

The Department reserves the right to reject any and all proposals, or portions thereof, received as a result of this request, or to negotiate separately any service in any manner necessary to serve the best interests of the Department. The Department reserves the right to contract for all or any portion of the scope of work contained within this RFP if it is determined that contracting for a portion or all of the work will best meet the needs of the Department.

CERTIFICATE OF NEED (CON) REQUIREMENTS

Successful applicants entering into a contract for EMPS may be required to obtain a CON or exemption from the CON process from the Office of Health Care Access (OHCA) if the implementation of the EMPS represents an expansion, relocation, transfer of ownership or other potentially substantive change in access or availability of the service or program. Upon notification of the right to negotiate a contract with DCF, successful applicants should contact OHCA or DCF (Bert Plant, Ph.D. - Robert.plant@ct.gov) to determine if a CON or Exemption is required in their particular case.

ELIGIBILITY

The successful applicant will be an organization in good standing with the State of Connecticut. This shall mean that the Applicant and proposed subcontractors are not currently and have not been subject to DCF or other state agency licensing restriction, nor may the Applicant have had a program terminated within the last three (3) years due to

quality of care or other agency performance issues. A current investigation of Medicaid fraud or a judgment involving Medicaid fraud within the past five (5) years also excludes a provider from participation. Proposals from applicants who appear on the United States General Services Administration Excluded Parties List will not be considered.

The applicant must be authorized or eligible for reimbursement under the Medicaid Program and an approved provider within the Connecticut Behavioral Health Partnership.

INSURANCE

The Respondent will carry insurance (liability, fidelity bonding or surety bonding and/or other), during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Respondent, sub-Respondent or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the Department prior to the performance of services.

APPLICATION DEADLINE

The contact person (see below) must receive one (1) original and ten (10) copies of each Respondent's application(s) no later than 4 p.m. on October 28, 2008 at the following DCF location (see also "Application Instructions" section):

Judith Jordan
Director of Grants Development and Contract Management
Department of Children and Families
505 Hudson Street
Hartford, CT 06106

Each copy must be complete, collated, and ready for reviewers. Please note that faxed and electronic versions of the application will not be accepted. Also, no applications will be accepted or considered for review after the due date and the time stated above.

TECHNICAL ASSISTANCE / BIDDERS CONFERENCE

A non-mandatory Technical Assistance / Bidders Conference is scheduled for 1 p.m. on September 5th, 2008 at the following location:

**DCF Central Office
8th Floor AV Conference Room
505 Hudson Street
Hartford, CT 06106**

Although attendance at the Technical Assistance meeting is not mandatory, please RSVP for the Technical Assistance meeting by calling, faxing, or e-mailing the contact person below. NOTE: Copies of the RFP will not be available at the Technical Assistance (TA) meeting. Respondents are asked to bring a copy of the RFP with them to the TA for reference.

LETTER OF INTENT

A non-binding Letter of Intent is required. No application for funding will be accepted from any Respondent who has failed to submit a Letter of Intent within the specified time frame. Letters of Intent should be directed to and received by the person noted on the Letter of Intent form by **September 19th, 2008 at 4:00 PM**. Faxed or e-mailed copies of the Letter of Intent will be accepted. Please notify the DCF contact person noted on the Letter of Intent form if, within 24 hours of your having e-mailed or faxed your Letter of Intent to DCF, you do not receive a confirmation of its receipt.

RFP CONTACT PERSON

The Contact Person for this RFP is as follows:

Tim Marshall
Department of Children and Families
Bureau of Behavioral Health and Medicine
505 Hudson Street
Hartford, CT 06106
Phone: 860-550-6531 Fax: 860-566-8022
Email: tim.marshall@ct.gov

QUESTIONS

Questions concerning this RFP will be answered at the above-mentioned Technical Assistance Meeting/Bidders' Conference. Answers to questions about this RFP will be responded to only at the Technical Assistance meeting and through the prescribed electronic "Questions and Answer" method and period. Subsequent questions regarding the RFP and its content must be received via email by **September 12, 2008 at 4:00 PM** and directed to Tim Marshall (tim.marshall@ct.gov). The Department will post responses to these questions on The Department of Administrative Services (DAS) website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp on or about **September 24, 2008**.

PURPOSE AND GOALS

The purpose of EMPS is to provide community based rapid emergency crisis stabilization to children and families and to provide brief follow-up care to promote continued stabilization and linkage with ongoing supports and services within the community. Effective crisis intervention reduces the need for emergency department visits, police involvement and arrest, psychiatric hospitalization, and continued or repeated crisis intervention. In this effort to improve upon the existing EMPS system, the department has established the following goals;

1. increase mobile response to community crisis (including expanded hours of mobility)
2. increase the total number of calls managed by the EMPS system
3. expand/enhance EMPS utilization by key groups (foster parents, schools, police, others)
4. improve the relationship between EMPS and EDs
5. reduce psychiatric visits to Emergency Departments (EDs)
6. increase the rate of ED diversion from inpatient admission to community care
7. improve the public perception/confidence/awareness of EMPS
8. improve the linkage between the EMPS provider network and the rest of the community
9. ensure a competent crisis assessment and linkage service
10. improve the efficiency/cost effectiveness of the EMPS system

TARGET POPULATION

The target population for EMPS is quite simply any child or youth in the community who is in the midst of a psychiatric, behavioral, or emotional crisis for which an immediate/emergent response is required. The target population will include the following children and youth:

- Those who are uninsured
- Enrolled in Husky A or B
- Enrolled in DCF Voluntary Services
- Involved with DCF Child Protective Services
- Involved with DCF Juvenile Justice Services
- Receiving behavioral health services from a community provider
- Involved with the Court Support Services Division (CSSD)
- In a foster or adoptive home

- Presenting in psychiatric crisis in a hospital emergency department (ED) and in need of continued stabilization and follow-up care upon discharge from the ED
- Experiencing a psychiatric, behavioral, or emotional crisis in a school, after school program or other community setting
- Any other child or youth in the community experiencing a psychiatric, behavioral, or emotional crisis regardless of their insurance or citizenship status

The priorities for EMPS intervention are children and youth who lack a current connection with a qualified mental health provider and thereby have no, or limited access to crisis intervention supports or services. However, having a current connection with a qualified provider does not preclude or prohibit EMPS response. EMPS clinicians that receive inquiries for crisis intervention from clients with an existing connection to a qualified provider should respond to the crisis as the situation requires, involving the existing provider to the extent possible but proceeding with intervention regardless of the immediate availability of the provider. In those situations where an individual provider, group, or clinic is persistently unavailable to respond to crisis situations involving their clients, the EMPS provider and DCF will intervene with the identified provider and will negotiate alternative plans to more appropriately respond to children and families and insure the appropriate use of EMPS resources.

Children residing in a psychiatric inpatient unit, sub-acute unit or Psychiatric Residential Treatment Facility (PRTF), or a residential treatment center are not eligible for EMPS intervention.

MODEL DESCRIPTION

Scope of Work

The responsibility of the selected EMPS contractor is the provision of the EMPS to all towns located within their service area. This area includes all the towns associated with the area offices included in this RFP, unless otherwise specified on page 4-5. The contractor must provide all staffing, office space, equipment, materials, supports, and resources necessary to meet the performance requirements of the EMPS either directly or through sub-contract arrangements. The selected provider must provide all resources necessary for in-home, in-school, or other community based response as well as the ability to respond telephonically and/or at their offices.

Service Components

Hours of Operation

- The EMPS contractor must retain the capacity to receive and immediately respond to crisis calls/inquiries for crisis intervention, 24 hours a day, seven days a week, 365 days per year.
- The EMPS contractor must maintain capacity for mobile response between the hours of 9:00 AM to 10:00 PM, Monday through Friday, and 1:00 PM to 10:00 PM on Saturday, Sunday, and Holidays.
- Within those hours requiring mobile response capacity, the EMPS contractor must retain the ability to respond to multiple calls within the same time frame and the flexibility in staffing to respond effectively to predictable peak periods of demand.
- During the hours of 10:00 PM to 9:00 AM, Monday through Friday and 10:00 PM to 1:00 PM on Saturdays, Sundays, and Holidays, the EMPS contractor must respond immediately by phone, or in person, to all calls requiring crisis intervention.

Mobile Responsiveness

- A minimum of 90% of EMPS responses must be mobile, consisting of the immediate dispatch of staff to the client home, school, or other community based setting.
- While there may be exceptional circumstances in which a mobile response is not the preferred method of responding, the EMPS program is designed to be mobile.

- The implementation of a central call system will screen out and respond to requests for information and non-emergent requests for service thus increasing the percentage of calls received by local EMPS providers that will require a mobile response.
- A response to the home or school demonstrates provider commitment, builds rapport, has superior ecological validity in comparison to office based interventions, and provides the practitioner with more information with which to intervene effectively. Such interventions also remove barriers associated with transportation.
- Individuals or families that prefer an office based response at a later time may be best served through referral for urgent access to the local Enhanced Care Clinic rather than an EMPS emergency crisis intervention.
- In those cases where a mobile response is contra-indicated due to safety or risk issues, a call to 911 for police involvement or facilitation of a hospital ED admission is recommended.

Time Frames for Responsivity

- EMPS provider agencies must maintain 24 hour ability to be immediately “conferenced” in to calls received by the central call center and determined to require an immediate emergency crisis response.
- EMPS clinician’s are expected to be on site in the home, school, or other community setting within 45 minutes of their receipt of the call.
- An initial crisis plan must be developed with the family whenever possible, within the course of the initial intervention and a copy provided to all participants prior to the end of the intervention. The initial crisis plan should be provided to other key players (therapist, school staff, coach, etc.) with appropriate consent w/in 1 business day of development.
- Initial follow-up with the child/family must occur within one week of the initial crisis intervention or sooner if clinically indicated. Whenever possible, follow-up should be provided by or include a community provider in a position to provide ongoing care, or by the EMPS staff if no care provider has been engaged.

Follow-up Care

- Follow-up care to support continued crisis stabilization, strengthening of supports, and linkage to ongoing services and supports is a required and critical element of EMPS.
- The goals of follow-up care are the support of continued stabilization and linkage to ongoing care. Linkage should be accomplished and follow-up transitioned to ongoing care by a community provider as soon as possible. The pursuit of goals more appropriately addressed through ongoing therapy or in-home service should not occur within the EMPS intervention.
- While follow-up care is critical, EMPS teams must maintain a balance between maintaining capacity for mobile response to initial crises and providing sufficient follow-up care to support continued stabilization and linkage.
- From the point of the initial crisis response, the duration of follow-up care should not exceed 6 (six) weeks. In rare cases where extended follow-up may be required, the EMPS provider must request permission for an exemption from the follow-up time-limitation from the assigned DCF manager of EMPS.
- Follow-up care must conform to the principles and practices of the system of care including family driven, youth guided, community based, linguistically and culturally competent, strength based, and promoting the use of informal community based supports.

Crisis Planning

- The crisis plan must conform to the structure and approach described by Grealish (2006) in The Comprehensive Guide to Crisis Intervention Planning.
- Each crisis plan should include kinship, natural, and family supports to the extent possible
- An initial crisis plan must be developed for each case served and continually updated throughout the course of the EMPS intervention.

- The crisis plan must be in writing, contained in the client record, and copies provided to the family and key resources (with appropriate consent).

Staffing and Team Composition

- All EMPS hours that require a mobile response (9-10 M-F & 1-10 S,S & Hol.), must be staffed by a dedicated EMPS Team or teams of clinicians.
- 80% or more of the members of the EMPS teams providing coverage during the hours of mobility must work at least half-time within the EMPS program.
- EMPS programs may use part-time and/or per diem staff to augment their coverage of the hours of mobility and/or to cover non-mobile hours.
- All clinicians working with the EMPS team must be licensed or license eligible for independent practice as a clinical psychologist, clinical social worker, marriage and family therapist, licensed professional counselor, or licensed alcohol and drug counselor. Exceptions to these clinician credentialing requirements may be allowed with prior approval from DCF.
- All EMPS Programs must provide access to a psychiatrist for psychiatric assessment, psychiatric consultation, and short-term medication management that is sufficient to meet the needs of staff, children, and families.

Training

- During the 1st year of implementation, the EMPS provider must provide all required training to all members of the EMPS team (including subcontractors, if any).
- In subsequent years, training will be provided by the DCF contracted training and quality assurance vendor.
- Training must include at a minimum the following;
 - Crisis Assessment and Intervention
 - Suicide Assessment and Prevention
 - Violence Assessment and Prevention
 - Principles and practices of the System of Care
 - Crisis Planning
 - Strength based assessment and care planning
 - Identification and use of natural supports
 - Traumatic stress and trauma informed service provision
 - Orientation to the CT Behavioral Health Service System
 - Culturally and linguistically competent care
 - Working with foster families and the behavioral health needs of children in foster care
 - Parent Support and behavior management
 - Training in standardized risk assessment and treatment protocols

Relationships with Emergency Departments (EDs)

- Each EMPS provider must collaborate with and maintain relationships with the EDs within their service area. EMPS providers must also establish relationships with EDs outside their service area that serve a significant number of children and youth from within their service area.
- The relationship with each ED will be demonstrated by the following;
 - An MOU outlining roles and responsibilities of each party
 - Outreach to high sources of referral to the ED to facilitate diversion from the ED
 - Collaboration with each ED to facilitate rapid discharge of ED patients to the community via the provision of education/consultation regarding diversion options and by follow-out/follow-up care by the EMPS provider
 - Willingness of the EMPS provider to provide on-site consultation at the ED

Relationships with Schools

- Each EMPS provider must work to establish relationships with each school system within their service area paying special attention to those schools that have a history of a high rate of ED referral and/or EMPS utilization
- The relationship with the school is designed to facilitate appropriate utilization of EMPS services as an alternative to ED referral

Relationships with Law Enforcement

- Each EMPS provider must work to establish/maintain relationships with each Police Department within their service area paying special attention to those departments that have a history of a high rate of ED referral and/or EMPS utilization
- The relationship with police is designed to:
 - Facilitate cooperation in those cases where a police escort may be required or advisable during the course of an EMPS response
 - Facilitate increased utilization of EMPS in those cases where police respond to calls where EMPS intervention may be a better alternative to ED referral or arrest.

Relationships with the Foster Care System

- Each EMPS provider must work to establish/maintain relationships with entities involved in the management and provision of foster care services and organizations that advocate on behalf of foster parents and foster children. These relationships should include DCF Foster Care and Adoption Service Units (FASU), foster care provider agencies, and foster parent advocacy and support organizations.
- The purpose of the relationship with Foster Care is to promote increased utilization of EMPS by foster families leading to a decrease in ED visits and foster care disruptions.
- The linkage with Foster care is predicated on the following facts;
 - Children in foster care have higher rates of serious emotional disturbance than the average child and higher than similarly disadvantaged groups
 - Behavioral health crises that occur within foster homes can lead to placement disruption if the crisis is not adequately managed and the child/family is not linked to appropriate services and supports.
 - Children who experience multiple foster home placements and/or are removed as a result of behavioral health crises occurring in the home show some of the poorest long-term health, educational and behavioral health outcomes of all children in the child welfare system.
 - Children in foster care and their foster care families who are supported in managing crises in a timely manner and linked to appropriate services have better short-term and long-term outcomes.

Other Key Relationships

In addition to those relationships outlined above, each EMPS provider must develop/maintain relationships and active involvement with the following:

- All local Systems of Care within their service area
- All local managed service systems within their service area
- All DCF local offices within their service area
- All Enhanced Care Clinics
- Key service providers including outpatient, extended day treatment, intensive outpatient, intensive in-home, respite, mentoring, care coordination, crisis stabilization, sub-acute, and psychiatric inpatient providers.
- Key community resources that are likely to be a significant source or point of access for natural and informal supports that may be of value to families in crisis
- CT Behavioral Health Partnership network management, ICM, & Peer Staff

Data Collection and Quality Improvement

- Each EMPS provider must collect and submit data to DCF and/or DCF contracted providers for the purpose of quality improvement.

- EMPS providers must maintain the capacity to transmit or input data via electronic submission of batch files and/or web-based systems. Final specifications will be determined upon contracting with the QI and Training Vendor

Multicultural and Linguistically Competent Training and Service Delivery

The selected contractor must have the ability to: a) provide culturally and linguistically competent training for their staff members; and b) assure multicultural competence in the implementation of EMPS. Bi/Multilingual and/or cross-cultural communication capabilities are required for service delivery especially in those areas where there are significant numbers of non-native English speakers who are likely to seek service from EMPS. The preferred method of insuring culturally competent care is the hiring of bilingual or multilingual EMPS clinicians. Limited use of interpretive services is permitted, where no bilingual staff is available.

Statement on Sub-contracting

Providers planning to use subcontractors to provide mobility for specific geographic sub-areas should clearly describe the benefits of that delivery system and their plans for ongoing quality management.

APPLICANT QUALIFICATIONS

The applicant must demonstrate a history of providing high quality community based crisis stabilization, linkage and follow-up care to children, youth and their families.

The successful applicant must demonstrate competencies in the following areas:

- Emergency crisis assessment and intervention
- Suicide Assessment and Prevention
- Violence Assessment and Prevention
- Traumatic Stress, Trauma Informed Services and Trauma Specific Intervention
- Expert knowledge of resources and services within the proposed service area
- Development and Implementation of Crisis Plans
- Principles and practices of the System of Care
 - Understanding of the value and critical need for youth and family involvement
 - The delivery of culturally competent care to children and families in crisis
 - Family engagement strategies
 - Strength based approaches to care
 - Identification and utilization of informal/natural supports in the context of crisis intervention
 - Delivery of Behavioral Health supports and services in home and community settings
- Linking children and families to ongoing services and supports
- Foster Care and the Behavioral Health needs of children in foster care
- Delivery of defined service models with high levels of model fidelity
- Efficient operation of an on-call system
- Recruitment and retention of qualified clinical staff including those who are bilingual/bicultural
- Clinical data management
- Knowledge and application of continuous quality improvement principles and methodologies
- Maximizing reimbursement under Medicaid and other third party payors

BUDGET AND BUDGET NARRATIVE:

The Respondent must submit a budget and corresponding narrative that reflects all anticipated ANNUAL operating costs for full implementation of EMPS for the designated service area(s). Budgets must include all required staff positions and model components outlined in this RFP. Budget instructions should be obtained from the following DCF link: DCF Consolidated Instructions: <http://www.state.ct.us/dcf/Contracts/Default.htm>

APPLICATION INSTRUCTIONS AND REVIEW INFORMATION:

Multiple Applications

Any entity that wishes to apply to serve more than one of the identified service areas must submit a separate and complete application for each service area (e.g. Greater Hartford or Eastern Connecticut).

Application Format:

Submitted applications must conform to the following format requirements:

Page Limit	48 (Excludes Cover Page, Table of Contents, Application Budget, Application Budget Narrative, and Appendices)
Submission Format	Submit clipped copies (no binders, please)
Font Size	12 pt
Font Type	Times New Roman
Paper Size	8.5 inch x 11 inch (portrait)
Margins	1 inch all sides
Line Spacing	Double

The Respondent will include in their application packet the following, in the order identified below:

1. Cover Sheet
2. Table of Contents
3. Application Questions
4. Application Budget
5. Application Budget Narrative
6. Appendices (see below)

Please ensure that all pages are numbered.

APPENDICES:

The following appendices are to be included with the proposal:

Appendix 1	Staffing Plan - EMPS with Job Descriptions (Staff Resumes, if known)
Appendix 2	Letters of Agreement/Memoranda of Understanding*
Appendix 3	Organizational Structure/Chart
Appendix 4	Board of Directors (annotated with race/ethnicity, gender and town of residence)
Appendix 5	Subcontractor Profile Form(s)
Appendix 6	Current certificates of accreditation and licensure
Appendix 7	CHRO compliance packet: Notification to Bidders Form**
Appendix 8	CHRO compliance packet: Evidence of Non-Discrimination form**
Appendix 9	CHRO compliance packet: Employee Information Form**
Appendix 10	Consulting Agreement Affidavit**

Please note: Attachments other than those appendices defined above are not permitted. In addition, these appendices are not to be used to extend or replace any required section of the application.

* Letters of Agreements are defined as documents setting forth the concrete service(s) (e.g., Staff, Training, Space, etc.) which an agency, organization or individual will be providing for the proposed program. Letters of Support are not to be included. Point deductions may occur for the inclusion of Letters of Support or their being embedded within a Letter of Agreement.

**Submissions lacking these properly executed forms, materials and affidavits will not be reviewed.

REVIEW CONTEXT:

The review of the applications will be standardized, including but not limited to the following elements:

1. The Respondent has complied with all application deadlines, as described in RFP. The Respondent has also complied with the application format and utilization of DCF application materials, as described in the RFP and/or at the Technical Assistance/ Bidders' Conference.
2. The Respondent demonstrates the ability to provide high quality mobile crisis intervention, linkage and follow-up services in community settings.
3. The Respondent's agency structure is sufficient to support the provision of EMPS in the designated service area(s) and otherwise meets all organizational qualifications.
4. The Respondent's proposal clearly and satisfactorily addresses how the Respondent will provide the services described in the RFP including but not limited to satisfactorily answering all the questions within this guidance.
5. The Respondent's proposal demonstrates the ability to provide EMPS in a manner that is culturally and linguistically competent.
6. The Respondent's proposal demonstrates the ability to develop/maintain appropriate relationships with EDs, Police, Schools, Foster Care Providers, Enhanced Care Clinics, Local Systems of Care, Managed Service Systems, key service providers and others necessary for the effective provision of EMPS services.
7. The Respondent has submitted a realistic and cost-effective budget. Preference will be given to Respondents who can demonstrate a cost effective budget consistent with the requirements promulgated.

REVIEW PROCEDURES:

The Review Team will review each application to determine whether or not the responses meet the criteria specified in the RFP.

DOMAINS	REVIEW CRITERIA	POINTS
1. Bidder Qualifications	• Organization's purpose, roles, responsibilities, overall organizational structure and resources support RFP requirements • Prior considerable experience providing community based behavioral health services across a significant region or area of the state. • Demonstrated history of successful relationships with a broad array of behavioral health service providers, law enforcement entities, schools, service coordinating entities, parent and advocacy organizations. • Demonstrated experience providing behavioral health services with high fidelity to an evidence based and/or highly specified program model • Other factors relevant to bidder qualifications	15

DOMAINS	REVIEW CRITERIA	POINTS
2. Program Specific	• Understanding of Community Based Mobile Crisis Intervention • Demonstrated knowledge/ability regarding crisis assessment and intervention • Demonstrated knowledge of specific core competencies necessary to implement EMPS • Documented track record of delivering quality emergency crisis intervention at high volume and with high levels of mobility in the community. • Demonstrated knowledge/ability in suicide and violence assessment and prevention • Demonstrated knowledge/experience regarding provision of trauma informed services and trauma specific interventions • Expertise regarding staff training, development of, and implementation of crisis plans • Expert knowledge of resources/services within the proposed service area • Understanding of the importance of youth and family engagement and knowledge of effective methods of engaging youth and families • Expert Knowledge of the principles and practices of the system of care including culturally competent care, family involvement/engagement, strength based intervention, use of informal/natural supports, and community based service delivery • Proven track record of timely and successful linkage of clients and families to appropriate services and supports • Expert knowledge/experience operating on-call systems for community response • Other factors relevant to project understanding	40
4. Cultural & Linguistic Competency	• Demonstrated understanding of the culturally and linguistically diverse target population and the related crisis intervention competencies required • Adequate plan to provide culturally and linguistically competent training • Proven track record of success in recruitment and retention of bilingual/bicultural clinical staff • Other factors relevant to cultural and linguistic competency	10
5. Community Collaboration	• Demonstrated track record of collaboration with key system components in the provision of crisis care including; - o Emergency Departments - o Schools - o Police/Law Enforcement - o Foster Care - o Systems of Care	20

DOMAINS	REVIEW CRITERIA	POINTS
	- o Managed Service Systems - o Enhanced Care Clinics - o Behavioral Health Service Providers - o Community Agencies that facilitate access to or provision of natural/informal supports - o Other Key stakeholders	
6. Data and Quality Improvement	• Data system capacity sufficient to support quality improvement activities • Evidence of the application of quality improvement principles and methods in current behavioral health program implementation • Understanding of factors that support and impede the adoption and sustainment of effective practices • Proven track record of delivering defined service models with high levels of fidelity	5
6. Fiscal Accountability	• Demonstrated reasonable costs for required program elements • Efficient utilization of staff that combines dedicated teams and per diem staff to balance clinical quality with cost effectiveness • Demonstrated capacity to maximize third party revenue • Other factors relevant to fiscal accountability	10
TOTALS	ALL	100

The Department is under no obligation to award the contract to the applications with the highest scores or, for example, the proposals offering to provide the service at a lower amount than other Respondents. The review panel will use numerical point measures as a guide, but these measures are not binding on the review panel. The recommendations of the review panel are based on a wide range of considerations and are not limited to point weight score or the relative costs of the proposals. The goal of the Department is to procure the highest quality services in the most fiscally responsible way.

Following the final selection, a contract will be negotiated and developed with the Respondent that details the Emergency Mobile Psychiatric Service (EMPS) model structure, services, budget, rate, performance based criteria and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

PREPARING A RESPONSIVE APPLICATION:

Respondents will note that a variety of questions and submission requirements have been included throughout the RFP. These questions and submission requirements are repeated below. Respondents must review the RFP in total to ensure that these required questions and response elements are adequately and sufficiently addressed based upon the context of the respective service(s) and sections within this RFP.

Respondents should carefully read and familiarize themselves with the section titled “APPLICATION INSTRUCTIONS and REVIEW INFORMATION.” This section details the format and the appendices requirements. The Department has the right to reject submitted applications that do not conform to these requirements.

APPLICATION QUESTIONS:

The section immediately below lists all the questions which Respondents must address in their submission. The Respondent is strongly encouraged to answer these questions within the context of the information contained in each

sub-heading and corresponding sections from which it has been taken. There is often additional detail within the sub-heading and corresponding sections that explicates the breadth and depth of information that a successful Respondent will provide. This approach to submitting information will better ensure that the submitted answers and information fully address the components of this guidance.

1. Provide a brief overview of your organization including years in operation, mission, philosophy, vision, and the current range of services and/or activities provided. Describe how/why your organizational structure and resources supports implementation of a high quality EMPS Program.
2. Provide an organizational chart that identifies the larger organizational structure and governance as well as the staff that will be assigned to the project. Provide job descriptions for each staff position and resumes for staff that have been identified for those positions. Include a description of how you plan to utilize your psychiatric consultant and the number of psychiatry hours you plan to allocate for this purpose.
3. Describe your history of relationships and collaboration with the key entities outlined in the Review Criteria Section of this RFP. Provide examples of effective collaboration. Where your organization lacks a strong relationship with key entities, describe your strategy for developing/improving those relationships.
4. Describe your organization's experience in the provision of community based mobile crisis services. Include in your description organizational knowledge and capacity in the core competencies of EMPS provision including crisis assessment, crisis planning, crisis stabilization, violence and suicide assessment and prevention, trauma informed and trauma specific practices. Include in your description data that illustrate your ability to provide a high volume of service and a high percentage of mobile response.
5. Describe your organizations knowledge of and experience with System of Care values and principles, how they have been incorporated into your organizations programs and service delivery systems, and how they are/would be embodied in the delivery of EMPS.
6. Please provide a description of your organization's method of linking children and families to ongoing services and supports following crisis intervention. Your description should include a demonstration of your knowledge of the service system within the defined service area for this RFP, your relationships/agreements with key service providers and sources of support (including schools, police, EDs, ECCs etc.), and your identification of barriers to establishing timely linkages as well as strategies to address these barriers.
7. Provide a detailed description of your agency's knowledge and expertise regarding the development of cultural and linguistic competency as it relates to the provision of EMPS. Describe your plan and current activities regarding training of staff as well as the recruitment and retention of bicultural/bilingual clinicians.
8. Describe your organization's experience and indicators of success implementing behavioral health services with high fidelity to an evidence-based and/or highly specified program model. Include specific information regarding program/model name, dates of implementation, and numbers of children and families served
9. Provide a description of your organization's data and information infrastructure as well as how data and information are utilized to assess, monitor, and improve the delivery of behavioral health services including emergency crisis intervention in community settings.
10. Identify any sub-contracts, Memorandums of Understanding, Memorandums of Agreements, and/or third party arrangements and organizations that will be involved in fulfilling the proposal requirements and provide detailed information for each of these entities including their roles, functions and deliverables.

11. Please indicate if your organization provides or is part of a corporate entity or health system that provides inpatient psychiatric care to children and youth. If your organization or any related parties operates psychiatric inpatient beds for children and youth, please describe how you insure that patients are referred to the most appropriate available service.
12. Please indicate if your agency has been designated as an Enhanced Care Clinic (ECC). If yes, please provide a narrative and flow sheet demonstrating how emergent/urgent clients access your services and how/where EMPS staff or resources are involved if at all. Demonstrate how your plan protects the continuing availability of mobile capacity in the face of high levels of urgent/emergent referrals to the ECC.
13. Describe your organizations quality improvement process, including identification of and response to problems in service delivery, service outcomes and client satisfaction. Discuss your system for monitoring and evaluating services.
14. Provide a clear and realistic plan for implementation of this service, including target dates for hiring and training staff and other key milestones you identify.
15. Provide a budget and budget narrative that demonstrates knowledge of the essential elements of an effective EMPS program with an estimation of reasonable market driven costs for program components including any additional office outposts, equipment, supplies, staffing or other program costs. Your description should demonstrate an efficient utilization of a combination of dedicated full-time EMPS staff, on-call pay, over-time, and per diem staff that is mindful of the need to maintain expected quality of care, time-frames for mobile responding and staffing parameters outlined in the RFP.

BUDGET FORMS

Agency: _____

100 Staff Name/Position	Total	Agency Total	DCF \$	All other non-DCF \$	Total
	HOURS				
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
	HOURS				\$
	WAGES				
100A Direct Service Salaries		\$	\$	\$	\$

	EXPENSE ACCOUNT	DCF \$	All other non-DCF \$	Total
100	Staff Salaries	\$	\$	\$
	FRINGE BENEFITS			

200	Employer FICA			\$
201	Unemployment Taxes State			\$
202	Workers Compensation			\$
203	Medical/Health Insurance			\$
204	Life Insurance			\$
205	Retirement			\$
206	Other (Identify in narrative)			\$
	200 SERIES TOTAL	\$	\$	\$
	CONTRACTUAL SERVICES			
301	Medical			\$
302	Psychiatric – MD			\$
303	Psychological – PhD			\$
305	Other (Identify in narrative)			\$
306	Training Conference			\$
307	In-Service Training			\$
310	Other (Identify in narrative)			\$
311	Audit			\$
312	Legal			\$
313	Accounting			\$
315	Other (Identify in narrative)			\$
	300 SERIES TOTAL	\$	\$	\$
	TRAVEL			\$
400	Public Transportation			\$
401	Vehicle Maintenance/Oil/Gas			\$
402	Personal Vehicle Mileage			\$
404	Other (Identify in narrative)			\$
	400 SERIES TOTAL	\$	\$	\$
	CONSUMABLES			
500	Food			\$
501	Office Supplies			\$
502	Program Supplies			\$
503	Household & Grounds Supplies			\$
506	Other (Identify in Narrative)			\$
	500 SERIES TOTAL	\$	\$	\$
	RENT or MORTGAGE INTEREST			

600	Rent			\$
601	Renovations/Alterations			\$
602	Maintenance & Repair			\$
603	Other (Identify in narrative)			\$
	600 SERIES TOTAL	\$	\$	\$
	CAPITAL EQUIPMENT			
700	Office			\$
701	Program			\$
702	Home & Grounds			\$
704	Other (Identify in Narrative)			\$
	700 SERIES TOTAL	\$	\$	\$
	OTHER EXPENSES			
800	Utilities			\$
801	Telephone			\$
802	Insurance			\$
803	Postage & Shipping			\$
806	Other Facility Expense			\$
808	Allocable as Direct			\$
809	G&A: Rate: %			\$
	800 SERIES TOTAL	\$	\$	\$
	GRAND TOTAL EXPENSES	\$	\$	\$

Income Source	Total Income
DCF Awarded Funds (State)	\$
DCF Awarded Funds (Federal)	\$
Other State Funds:	\$
Municipal Funds:	\$
In-Kind:	\$
United Way:	\$
Service Fees:	\$
Title XIX (Husky A):	\$
Husky B:	\$
Other:	\$
Fundraising:	\$
Donations:	\$
Insurance:	\$
Grand Total Income	\$

LETTER OF INTENT
(MANDATORY and NON-BINDING)

Date: _____

This is to advise you that our agency is planning to apply to the RFP entitled Emergency Mobile Psychiatric Service,
Consolidated Service Area Procurement - Phase 2

AGENCY NAME:
FEIN:
AGENCY ADDRESS:
CITY, STATE, ZIP
AGENCY CONTACT:
POSITION/TITLE:
TELEPHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:
SERVICE AREA: Check one () Western Connecticut Service Area () New Haven Service Area (including Greater and Metro)

Letter of Intent must be received by September 19, 2008 at 4 p.m. via fax, e-mail, or hard copy. Letter of Intent should be directed to:

Tim Marshall, MSW
Department of Children and Families
Bureau of Behavioral Health and Medicine
505 Hudson Street
Hartford, CT 06106

Fax: 860.566.8022

E-mail: tim.marshall@ct.gov

COVER SHEET
Request for Proposals
Emergency Mobile Psychiatric Service
Consolidated Service Area Procurement - Phase 2

Name of Agency: _____

Address _____

Application Contact Person: _____

Contact Person Phone & Fax: _____

Contact Person Email Address: _____

Proposed Service Area: Check One (1) () Western Connecticut () New Haven

**SUBCONTRACTOR PROFILE
(COMPLETE FOR EACH SUBCONTRACTOR)**

Legal Name of Agency:		
Agency Contact Person:		
Title:		
Address:		
City	State:	Zip
Phone:	Fax:	
Email:		
Amount of Subcontract:		
BRIEF DESCRIPTION OF SERVICES PROVIDED BY THE AGENCY		
DESCRIPTION OF SERVICES TO BE PROVIDED RELATED TO THE SERVICE/PROGRAM		

GENERAL PROPOSAL NOTICES AND REQUIREMENTS

A. Evaluation and Selection

It is the intent of the Department to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. Only proposals found to be responsive to the RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP. Responsive proposals shall remain valid for possible award by the Department for a period of up to 12 months after the RFP's closing date.

B. Contract Execution

The pursuant contract developed as a result of this RFP is subject to Department contracting procedures, which includes approval by the Office of the Attorney General. Please note that contracts are executory and that no financial commitments can be made until, and unless, the contracts are approved by the Attorney General.

C. Applicant Debriefing

The Department will notify all applicants of any award issued by it as a result of this RFP. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by contacting the DCF Contact Person. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

D. Conditions

Any prospective applicants must be willing to adhere to the following conditions and must positively state them in the proposals:

- 1) **Conformance with Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of State of Connecticut and the Federal Government.
- 2) **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded, as a result of this RFP is to be sole property of the Department unless stated otherwise in the RFP or contract.
- 3) **Timing Sequence:** Timing and sequence of events resulting from this RFP will ultimately be determined by the Department.
- 4) **Oral Agreement:** Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by a written agreement.
- 5) **Amending or Canceling Requests:** The Department reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Department and the State.
- 6) **Rejection for Default or Misrepresentation:** The Department reserves the right to reject the proposal of any applicant in default of any prior contract or for misrepresentation.
- 7) **Department's Clerical Errors in Award:** The Department reserves the right to correct inaccurate awards resulting from its clerical errors.
- 8) **Rejection of Qualified Proposals:** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 9) **Applicant Presentation of Supporting Evidence:** An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

10) **Changes to Proposal:** No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the applicant's expense.

11) **Collusion:** By responding, the applicant implicitly states that they are submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the applicant's proposal preparation.

E. Proposal Preparation Expense

The State of Connecticut and the Department assume no liability for payment of expenses incurred by applicants in preparing and submitting proposals in response to this solicitation.

F. Incurring Costs

The Department is not liable for any costs incurred by the applicant prior to the effective date of a contract.

G. Freedom of Information

Due regard will be given to the protection of proprietary information contained in all proposals received. However, applicants should be aware that all materials associated with this RFP are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting there from. It will not be sufficient for applicants to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections, which an applicant believes to be proprietary, must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. In any case, the narrative portion of the proposal may not be exempt from release. Between the applicant and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

H. Gratuities and Gifts

The applicant warrants that no state appropriated funds have been paid or will be paid by or on behalf of the applicant to contract with or retain any company or person, other than bona fide employees working solely for the applicant, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the applicant, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

By submitting a response for selection and/or award consideration to this procurement, the applicant certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the applicant/contractor or its agents or employees.

In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt

are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

Gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

I. Disclosure of Consulting Agreements

A consulting agreement affidavit must accompany submissions for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287. All such submissions must be accompanied by an affidavit in which the applicant discloses any agreement retaining the services of a consultant to assist in the applicant's participation in the procurement process. For additional information regarding the types of consulting agreements that must be disclosed in the affidavit and the required content and form of the affidavit, please see the attached "Consulting Agreement Affidavit."

J. Campaign Contribution(s)

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]"

K. Bidder's Commission on Human Rights and Opportunities (CHRO) Compliance Package

The Bidder's CHRO Compliance Package sets forth certain obligations on State agencies, as well as contractors doing business with the State of Connecticut to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. As required by Connecticut General Statute § 4a-60, the following forms, and applicable evidencing material, must accompany bids or proposals:

1. Notification to Bidders Form;
2. Evidence of Nondiscrimination Form and applicable evidencing material; and
3. Employment Information Form.

Guidance for completing the Evidence of Nondiscrimination Form can also be found on the DCF Contract Management website.

http://www.ct.gov/dcf/LIB/dcf/contract_management/pdf/Bidders_CHRO_Compliance_Package.pdf

Administrative Expectations

Please see Exhibit A to view the terms and conditions for DCF funded contractors. Standard State of Connecticut contract requirements are available at the following Office of Policy and Management website:

http://www.opm.state.ct.us/finance/pos_project/contract.htm

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official?

☐ YES

☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Awarding State Agency

Printed Name (of above)

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public

EXHIBIT A
DEPARTMENT OF CHILDREN AND FAMILIES
D. Department Specific Provisions

The provisions listed below apply to all programs set forth in this contract.

1. **Quality Assurance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program. The Contractor shall develop, implement and maintain a written quality improvement plan that at minimum includes steps to prevent, identify and/or correct problems that affect the services provided under this contract. The performance of each Contractor shall be reviewed and evaluated periodically by persons designated by the Department of Children and Families. Such reviews and evaluations may be performed by examination of quality improvement plans, documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.
2. **Notification of Changes in Key Personnel:** Contractor shall immediately notify the Director, Division of Contract Management of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Fiscal Officer, Medical Director, and program directors of Department funded programs.
3. **Treatment Planning Conference and Administrative Case Review:** The Contractor will actively participate in the Department Treatment Planning Conference (TPC) and Administrative Case Review (ACR) process.
4. **Financial Penalties for Failure to Participate in Treatment Planning Conference (TPC) or Administrative Case Review (ACR):** The Department may impose a financial penalty on the Contractor if the Contractor, following receipt of DCF notification, fails to participate in the Department's Treatment Planning Conference or Administrative Case Review Process. Participation may include the following activities: submission, prior to the ACR, of a written treatment plan summary; telephonic consultation/participation during the ACR; direct participation at the ACR. Such penalties shall not exceed \$1,000. per occurrence and may, at the discretion of the Department, be withheld from payments to the Contractor. The Contractor will be notified in writing of the Department's intent to impose this fine and may appeal the imposition of the fine. The Contractor must document that notice of the conference date was inadequate to allow participation.
5. **Federal Fund Requirements:** Any Contractor who receives any federal funds through the Department must comply with the following:

A. This certification and agreement is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. Section 1352.

Contractor certifies and agrees that:

1. None of the funds appropriated by any Act may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action described in paragraph (2) of this subsection.
2. The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:
 1. The awarding of any federal contract;
 2. The making of any federal grant;
 3. The making of any federal loan;

4. The entering into of any cooperative agreement;

The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Any person who makes an expenditure prohibited by subsection (a) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

3. Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with federal money,
- (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Conn. Gen. Stat. § 4-28b.

6. **Community Mental Health Services Block Grant** The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity.
7. **Specified Reports:** The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the service taxonomy format(s) as required by the Department.
 - A. The Contractor further agrees to provide any other reports concerning contracted services that the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.
 - B. Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. 17a-55, and such other routine information as may be required by the Department.
8. **Annual Audit:** No later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The annual audited financial statements must provide information about income and expenses for each program regardless of funding source, and identify Department funds for each program. The Department reserves the right to receive a copy of any audit for related parties under common control. Where the Contractor's fiscal year end does not coincide with the state fiscal year end (June 30), the annual audited financial statements must include a statement that shows the breakdown of expenditures for each Department-funded program or service type, for the Contractor's fiscal year. This schedule of expenditures by contract year must be filed at the same time as the audit report. Additional audits may be performed by the Department (in accordance with Conn. Gen. Stat. Sec. 4-234) as it deems necessary.

The Contractor shall provide all financial records upon request or within a timeframe acceptable to the Department. Failure to comply may, at the Department's discretion, result in penalties to the Contractor including, but not limited to, reduced funding, delay in payments, and license enforcement action.

9. **Third Party Beneficiary:** This Agreement is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.
10. **Grievance Procedures:** The Contractor shall develop and maintain a formal grievance procedure, acceptable to the Department, in order to address the complaints of persons requesting or receiving services under this contract.
11. **Cultural Competence**
 - A. The Contractor shall administer, manage and deliver a culturally responsive and competent program. This shall, at a minimum, be evidenced by equity and parity in access to services, consumer satisfaction, and outcomes for clients served, regardless of race, ethnicity, language, religion, gender, sexual orientation, economic status and/or disability. Policies, practices and quality improvement activities shall be informed by the needs and demographics of the community served or to be served by the program. The Contractor shall include access, consumer satisfaction and outcomes as elements of its program review and monitoring.
 - B. The Contractor shall recruit, hire and retain a professional and paraprofessional staff that is culturally and linguistically diverse. The Contractor may be required to participate in individual and/or group technical assistance from DCF's Office of Multicultural Affairs and/or Office of Affirmative Action to promote and support diversity of its staff. Staff development to support cross-cultural competency shall occur both pre- and in-service. Furthermore, as a means to facilitate culturally competent service delivery, issues of diversity and multiculturalism shall be included in treatment/service planning, discharge planning, case reviews, grand rounds, analysis and review of program data, and staff supervision.
12. **Board Composition:** The Contractor agrees to ensure that the Board of Directors shall include community, family, and professional participation and, whenever possible, the participation of people who use the services of the organization. The Contractor further commits to maintaining or creating through its appointments a Board of Director whose composition will reflect the racial and ethnic background of the children and families to be served by this contract. The Contractor shall provide the Department with a list of current Board Members, indicating gender, race, ethnicity, town of residence, role and title on the board and the term expiration date of each member.
13. **Licensing Compliance:** As applicable, the Contractor will ensure that the Contractor and their subcontractors(s) are licensed by the Department of Children and Families and are not subject to licensing restrictions.
14. **Program Closure and Transition:** In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and such other issues as are

pertinent to the specific situation.

- 15. Pre-Employment Screening:** All candidates for employment, including volunteers and interns, shall be screened for criminal record history, protective services history and shall have a recent physical examination including tuberculosis screening. The results of these screenings shall be filed confidentially in the individual's personnel record. The procedures pertaining to a criminal history and child protection history are as follows:

A. The Contractor shall:

1. Screen all potential hires, volunteers and or interns by obtaining verified criminal records and children's protective history background checks for any convictions of child abuse or neglect substantiations, which shall be filed confidentially in the individual's personnel record.
2. Conduct such protective services checks of employees every two (2) years.
3. Have written criteria approved by DCF for the hiring and or maintaining the employment of individuals with prior criminal record and/or protective service histories.

B. The Contractor shall not knowingly hire, utilize, or continue to employ or utilize an employee, intern or volunteer who, within five (5) years of the date of the employment application:

1. Has been convicted of the possession, use, or sale of controlled substances unless both the Contractor and the Department determine that he/she has been successfully rehabilitated;
2. Has had a minor removed from their care because of child abuse or neglect.

C. The Contractor shall not hire, utilize, or continue to employ or utilize an employee, intern or volunteer who:

1. Has been convicted of an assault or crime against a person or similar offense;
2. Has been convicted of risk of injury to a minor or similar offense;
3. Has been convicted of impairing the morals of a child or similar offense;
4. Has had a substantiation of physical or sexual abuse;

D. If any employee, intern or volunteer has been arrested for any of the crimes articulated in Section B or C, or has had a substantiation of physical or sexual abuse that is the subject of a pending substantiation hearing, or is the subject of pending investigation alleging physical or sexual abuse, the Contractor shall remove that person from direct service responsibility pending the outcome of the investigation.

- 16. Pre-Service Training:** The Contractor agrees to provide the following training to all direct service employees prior to providing autonomous direct service to children and youth served through this contract:

- Blood born pathogens (universal precautions)
- CPR
- Effective communication and limit setting
- Crisis management/Behavioral interventions
- Mandated reporting
- Medication Administration

- 17. Approval for Programmatic Changes:** The Contractor must request and receive written approval from the Bureau of the Department that oversees the contracted service prior to implementing changes in the program model, target population or program capacity. Such changes may also require a contract amendment be executed prior to implementation.
- 18. Notifications:** The Contractor agrees to develop and institute written protocols to assure the timely notification of police, emergency medical services, family members, DCF, Hotline staff, and other community providers as appropriate in the event of an emergency, injury, significant event or critical incident.
- 19. Emergency Safety Interventions (ESI):** The Contractor agrees to develop and institute policy, consistent with state and federal requirements, regarding the utilization of emergency safety interventions. The following core elements will be addressed:
- Vision statement
 - Therapeutic philosophy
 - Integration of ESI within the therapeutic milieu
 - Training curriculum to be utilized
 - Training including competency review
 - Authorization to institute an emergency safety intervention
 - Impact of medical condition; safety assessment
 - Post-intervention process/debriefing
 - Notification
 - Internal quality improvement process

Consistent with Public Act No. 99-210, the Contractor will record each instance of the use of physical restraint or seclusion and the nature of the emergency that necessitated its use. This information will be provided to the Department on a monthly basis.

- 20. Investigations:** The Contractor agrees to cooperate fully with any protective services investigation involving children, youth or staff members. The Contractor will develop and implement policy addressing administrative leave procedures for staff identified in a protective services or criminal investigation.
- 21. Access to Premises:** The Commissioner or designee shall have access to the premises and all documents and records related to the services identified in the contract, at any reasonable time as deemed necessary. In addition, the Commissioner or designee shall be permitted to review the records of and speak to any child or youth receiving the services identified in this contract. In cases of suspected abuse or neglect or emergency conditions affecting the health, safety or well being of any child or youth, the Department shall have unrestricted access at any time. Facility inspectors operating within the scope of their licensing functions shall have unrestricted access at any time.
- 22. Court Appearances:** The Contractor agrees to make available appropriate personnel to appear in court for the purpose of testifying to facts surrounding a client or provider's involvement in services covered by this contract. When necessary, the Contractor will provide a written summary in preparation for a juvenile court hearing.
- 23. Community Collaboratives and Managed Service System:** The Contractor agrees to full and active participation in the Local System of Care/Community Collaborative(s) and Managed Service System(s) operating within the geographic area for this service. If this Contractor provides services in a geographic area with multiple Community Collaboratives and Managed Service Systems, the Contractor will at minimum assure that all Collaboratives and Managed Service Systems within their catchment area are

fully aware of this Contractor's status as a part of the network of available services. When requested by the family and Care Coordinator, the Contractor will participate on the Child Specific Teams for children involved in their programs.

24. **Connecticut Behavioral Health Partnership:** The Contractor agrees to comply with procedures instituted by the Connecticut Behavioral Health Partnership for authorization and registration of client services.
25. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

SECTION E: The following section pertains only to service components funded under this contract through state financial assistance which are not designated as Fee for Service components as defined in Section F:

1. Contracted funds may not be expended prior to the starting date of the contract or beyond the ending date of the contract. The Contractor agrees to follow the State of Connecticut Office of Policy and Management Cost Standards in the preparation of all budgets and reports to the Department. Department grant funding may only be spent on items that are allowable under the standards; however, an item that is allowable based on the standards may be disallowed in the initial or revised budgets or reports if it is deemed not appropriate for the program to which it is assigned.
2. **Fiscal Reports:**
 - A. **Interim Fiscal Report:** The Contractor shall annually submit an interim fiscal report no later than March 31 for contracts written on a state fiscal year and on June 30 for contracts written on a federal fiscal year. The interim fiscal report shall be in the form prescribed by the Department, shall be prepared on an accrual basis and shall report the actual income and expenditures for each funded program for the period July 1 through February 28 (or February 29 during leap year) for contracts written on a state fiscal year. For contracts written on a federal fiscal year, the reporting period is October 1 through May 31. Such reports shall identify staff by name and position.
If so required by Paragraph 5 C below, the Contractor shall submit to the Department budget revision requests for variances identified through the interim fiscal report no later than March 31 for contracts written on a state fiscal year and no later than June 30 for contracts written on a federal fiscal year. The Contractor shall comply with Department requirements as to the form and content of these submissions.
 - B. **Annual Financial Report:** The Contractor shall submit an annual financial report no later than September 30 for contracts written on a state fiscal year and no later than December 31 for contracts written on a federal fiscal year. The annual financial report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each Department-funded program for the period July 1 through June 30 for contracts written on a state fiscal year and for the period October 1 through September 30 for contracts written on a federal fiscal year. The annual financial report shall agree with the Contractor's internal financial records and the Schedule of Expenditures included in the Single Audit submission or to the annual audited financial statements, as applicable.
If so required by Section E., Paragraph 5 C. below, the Contractor shall submit to the Department final year end budget revision requests for the period March 1 through June 30 no later than September 30. The Contractor shall comply with Department requirements as to the form and content of these submissions.
3. **Sub-contracts.** The Contractor shall submit for approval any and all subcontract agreements with each

budget submission for all DCF programs.

4. Payments

- A. The amount of this contract, \$_____, represents the maximum amount payable by the Department to the Contractor for providing the services described in Scope of Service documents of this contract. The Contractor agrees to abide by the attached consolidated budget, unless otherwise granted written permission for variance as allowed by the terms of this contract.
- B. Initial Payment. An initial contract payment of state funds representing three months in the amount of one-fourth (1/4) of the total annual state funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the availability of funding to the Department and contingent upon the full execution of this agreement.

An initial contract payment of federal funds representing three months in the amount of one-fourth (1/4) of the total annual federal funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the full execution of this contract and receipt of federal monies by the Department in compliance with the federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. Seq. of (1990).

- C. Subsequent payments: In the second and third quarters of the state fiscal year, payments, each representing three months in the amount of one-fourth (1/4) of the total contract amount, will be authorized by the Department contingent upon the availability of funding. Either of these payments may, at the Department's discretion, be withheld in whole or in part pending receipt of the Annual Financial Report.
- D. Final Payment. The final payment representing three months in the amount of one-fourth (1/4) of the total contract amount will be made following receipt and review of the Interim Fiscal Report and contingent upon funds availability. This payment may, at the Department's discretion, be withheld in whole or in part pending receipt of the Interim Financial Report.
- E. When the Department's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or under utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days' written notification to the Contractor. Payment adjustments may be made for the following:
1. utilization;
 2. receipt and approval of required reports within the time frames established by the Department;
 3. actual expenditures reflecting a reduction in projected total annual expenditures; or
 4. offset of any unallowable expenditures or unexpended funds owed from a prior award or a previously terminated contract.

5. Annual Budget Variance:

A. The Contractor shall adhere to the approved budget allocated to each service component, included as part of this agreement. In the event that the Contractor and/or subcontractors receive(s) additional funding equal to or greater than 10% of the value of this contract from any source other than those indicated in this contract, the Contractor shall notify the Department of such funding and its use within ten (10) business days after receiving notice of such funding.

B. The following annual variances from the approved budget are allowable without prior Department approval:

1. Line item expenses within Department-funded program cost centers up to 5% of each line item or \$5,000, whichever is greater;

2. Individual salary variances within Department-funded program cost centers up to 10% or \$3,500, whichever is greater.

These variances may be added or subtracted from the approved budgeted amounts and included in the budgeted amount columns of the Interim and Year-End reports.

- C. The Contractor may request approval from the Department to exceed the above-stated limits for variances, provided that request is submitted on the appropriate Budget Revision forms, with the eight month financial report for requests concerning the first eight months of the budget period and with the year end report for requests concerning the last four months of the budget period.
- D. Variances that exceed the allowable limits specified herein and that do not have a Department-approved budget revision will be treated as disallowed expenses and may, at the Department's discretion, be required to be returned to the Department.
- E. The Contractor may assign unused funds received in the fiscal year for one program to another program when both programs are funded from the same State Special Identification Number (SID) in the same fiscal year. The Contractor must submit a budget revision for each program to effect this change.

6. Unexpended Funds:

- A. Whenever the Department determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total allowable expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- B. Unexpended funds shall be identified by and returned to the Department in the following manner: Funds paid to the Contractor shall be identified by the Department's "Special Identification Number" (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" and/or "Schedule of Expenditures of Federal Financial Assistance" or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor's final Annual Financial Report to determine any unexpended funds. If payments made by the Department exceed the expenses reported, the Department may recoup such payments by (a) offsetting a future contract payment by the amount of the unexpended funds calculated by the Department or (b) requesting payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future contract payments an amount equal to any such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice. The Department may, at its discretion, implement a repayment or recoupment plan that spreads out the repayment or recoupment over a timeframe mutually agreeable to the Contractor and the Department.
- C. The Contractor may request permission from the Department to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request: (1) is made to the Department in writing; (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward; (3) includes an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount; (4) clearly explains why the Contractor

has not fully expended payments made by the Department under this contract; (5) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and (6) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor's governing authority. Carry forward requests for Federal funds must be received by the Department no later than September 1. Upon determination by the Department that the Contractor has performed in accordance with the terms and conditions of the contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, the Department may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section A of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the unexpended federal funds were originally accrued.

Contractor shall not use unexpended federal funds approved for carry forward for any purpose other than the one for which the Department has granted specific prior written approval.

- D. If the Department is the only source of public grant funding for a program and that program generates additional revenue above the amount of approved allowable expenses, the Contractor may exhaust the Department's funding first before spending the other program revenue. At the end of the fiscal year, the Contractor may retain any surplus funds remaining after all the Department's funding has been expended in the program. If total program expenses are less than the Department's funding received for that program, the Contractor must return the difference between the expenses and the Department's funding to the Department unless approval has been received under 6C...
- E. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this contract be designated for a special or future use within the next fiscal year provided that such request: (1) is made to the Department in writing in advance of such use; (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses; (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, the Department, funds so designated shall not be deemed unexpended funds and shall not be subject to section A of this provision. In such case, the Contractor must submit a reconciliation of unexpended funds to show the approved exception. This reconciliation must be submitted with the Contractor's Single Audit or annual audited financial statements, as applicable.
- F. Absent specific prior written approval from the Department under paragraph(s) 6C, 6D. or 6E. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by the Department to be unexpended funds and all such funds shall be subject to paragraph 6B of this provision.

7. Capital Expenditures: Contractor shall not use funds allotted by the Department under this contract for capital expenditures. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.

8. Equipment: Equipment is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000 or more. Equipment to be purchased for the program with Department funds must be identified. The following provisions apply to equipment purchases made in full or in part with Department funds:

- A. Contractor shall obtain the prior approval of the Department either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.
- B. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.
- C. Contractor shall maintain an inventory of all equipment purchased with Department funds, using a form and format acceptable to the Department.
- D. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.
- E. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.
- F. If Department funding to the Contractor is terminated or not renewed, the Department will determine the manner of the disposition of all equipment purchased in full or in part with Department funds by: (1) permitting the Contractor to retain and use the property; (2) allowing the Contractor to sell the equipment and return the proceeds to the Department, minus an agreed upon amount to compensate for the costs of selling the property; or (3) returning the equipment to the Department.

SECTION F: The following section pertains only to service components funded under this contract on a fee for service or per diem basis

- 1. Reporting Requirements:** The Contractor shall supply all applicable reports required by the Department.
- 2. Fiscal Reports:** Residential providers shall submit Single Cost reports in accordance with the regulations of Connecticut state agencies Section 17a-17-1 through 17a-17-16.
- 3. Payments:** The Department agrees to pay the Contractor according to the terms of compensation and payment stated in the Scope of Service documents of this contract. The Department may, at its discretion, withhold payments pending receipt and approval of required reports within the time frames established by the Department or to offset of any unallowable expenditures or unexpended funds owed from a prior award or a previously terminated contract.