

**Department of Children and Families
Disproportionate Minority Contact (DMC) Initiative
Request For Proposals (RFP)**

Questions and Answers

03.12.07

1. Will there be a client Project Manager who will have the authority to make daily decisions that affect the project direction and outcome?

It is unclear how you are defining project manager. If the contractor creates the position, it would be up to the contractor to define the authority of the individual holding that position. If you mean an individual who will be the lead contract person for the State of Connecticut, the answer to your question is yes.

2. Will the client Project Manager be available to assist with contractor needs such as shepherding contractor contact and interaction with both public and private sector stakeholders, if needed, or supporting contractor requests for agency data?

The lead contact for the contract for the State of Connecticut will be available to facilitate in a limited capacity the contractor's connections with public and private stakeholders and will definitely assist in the contractor's accessing agency data.

3. Is there an M/WBE subcontractor participation requirement and how, if at all, does such participation enhance the proposer's chances of winning a contract?

The criteria upon which the RFPs will be reviewed are articulated within the RFP.

4. What data elements pertinent to this study have already been identified by participating agency/staff, and if any, are samples available for review?

Data elements have not yet been identified

5. Are there data dictionaries and other data identifiers readily available to the contractor? Can this information be transmitted electronically?

The data dictionaries are not available at this juncture.

6. Is student and/or youth data from multiple agencies (e.g., SDE, CSSD, and DOE) readily available and linkable by some common identifier(s) (e.g., student numbers, last name, first name, and date of birth)?

The information is accessible and it is possible to link the information through the use of name, date of birth and sometimes social security number

7. If any, what are the privacy limitations regarding data sharing?

The usual state and federal restrictions apply. The State of Connecticut is committed to this project and willing to work to facilitate information sharing for the success of this project.

8. Is electronic data available such that it can be readily transmitted electronically to and retrieved by the contractor and in a text, fixed width or other standard format (e.g., Access, Excel — not PDF)?

Yes.

9. Which study years will be included within the study review period and is data for each year of this period available electronically?

The Department will work with the successful bidder to determine the specific time-frames in which the work will cover.

10. Is data requested from participating agencies deliverable within two weeks of request and will delays in delivery of data or other pertinent project material beyond the contractor's control permit a renegotiation of the project timeline?

The timeline for delivery of data depends on the nature of the request and from whom the data is requested. This should be factored into the RFP submission.

11. If data requires extensive cleaning or follow-up for validation beyond what is considered to be "reasonable", can this cost be negotiated as a project budget add-on?

Without a definition of "reasonable" or "extensive cleaning," it is not possible to address this issue. If the potential RFP respondent is concerned, the terms should be defined within their response to the RFP and the terms desired should be articulated. It should be noted, that the annualized dollars in the RFP reflect the maximum available funds. Proposals requesting DCF funding in excess of the identified maximum, may be rejected from award consideration.

12. Are current policies and procedures relevant to the project available on the Internet or, otherwise, electronically?

Some are available electronically.

12. Are client personnel for data retrieval, including principals in data management and information technology, available to the contractor?

Other than the lead for this project, DCF and CSSD personnel are not involved with this project. They will be made available to answer questions of the successful bidder concerning the data provided for analysis.

13. Are special requests for contractor activities beyond the scope of the study (i.e., not specifically articulated in the contract or in MGT's work plan) negotiable for compensation?

It is not anticipated that there will be requests for work beyond that sought within the RFP.

14. Has data been collected for other related projects? If so, is this data available to the contractor electronically?

Data has been collected for other projects and, at the least, the reports are available.

16. What is the current, operational definition of what constitutes "disproportionate minority contact"?

The definition is the one used by the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

17. What are the current, operational definitions of race and ethnicity and why are these "inconsistent" (RFP pg. 7)?

Race and ethnicity have the definitions commonly found in a dictionary. It is unclear in what context the term "inconsistent" is being used.

18. Why has the Department reissued this RFP?

An award did not result from the submissions.

19. Please provide a listing of all respondents to the original RFP, and bid tabulations, if available.

The bidders were: MGT of America, Inc and the W. Haywood Burns Institute

No scores resulted from the previous procurement.

20. Proposals are required to be based upon "annualized funding. What does "annualized" mean in this context? (RFP pg 2, and pg. 8).

The amount of funding available for the state Fiscal year, i.e. July 1st through June 30th, constitutes the annualized amount.

21. Does the Department expect specific tasks to be completed within the first year of funding? If so, which tasks?

It is the responsibility of the respondent to the RFP to articulate its work plan.

22. The Calculation of Future Budget Periods form requires annual budgets by category. Can you provide any guidance on the approximate budget for these time periods?

The applicant's future budget, as constrained by the maximum annualized funding, would be informed by the respondent's proposed workplan and proposed activities.

23. Is the on-site coordinator a required staff position for this initiative or can this be accommodated by regularly scheduled on-site visits by a member of the research team?

The position must fulfill the role articulated by the RFP

24. With respect to the secondary data analysis described under the Scope of Services, will the contractor have access to the range of data referenced (e.g., referrals, disposition data, etc.)?

The State of Connecticut will make every effort to assure the successful bidder has access to the data referenced.

25. This RFP was originally issued in December 2006. What are the reasons for reissuing this RFP?

See Question and Answer 18.

The Questions and Answers from the previous DMC RFP issuance have been provided below:

1. Eligibility? Are the qualifications, experience, background and resumes of contractors required.
Applicants must meet the eligibility criteria set forth in the RFP. The successful applicant will demonstrate the experience, background and staffing necessary to effectively provide the service(s) articulated in the RFP.

2. Why was Waterbury selected?

Waterbury has done work to address and develop a response to the disproportionate minority contact in the child welfare arena. Because the groundwork had been laid in Waterbury through a technical assistance grant that it would be a logical place to start. This is particularly so as some of the community collaboration and team building to address this in that context has already begun.

3. What is the composition of the evaluation team?

The composition of the evaluation team will likely consist of staff from Juvenile Services, DCF Contracts Unit, Court Support Services Division (CSSD) and people from , possible from Waterbury.

4. There is a list of criteria in the RFP, but no weighting or scoring. Is there weighting of criteria or scoring mechanism of evaluation criteria in RFP?

Yes. See also, Question 1 in the Electronically Submitted Questions section below.

5. Is cost a factor in the scoring?

Yes, if you are above the cost you won't be considered.

6. What about if you are below the cost? Is cost a factor?

No. The way the contract is written it is a "not to exceed amount."

7. Can you give a summary/general opening statement about the RFP? Anything that you would like to say about it, what you want accomplished?

The goal/overall intent is set forth in the RFP. Within that is contained an outline of what the Department would like to do that, both on the local level and within Waterbury, building on the work that's been done in the child welfare context, and on the state-wide level.

8. If this is successful, what would it mean to you as Director?

The Department is looking for a reduction in Disproportionate Minority Contact, at the various contact points in the Juvenile Justice system.

9. Are you talking statewide, are you talking Waterbury?

This is both in Waterbury and statewide. Identifying methods that can be used on a statewide level, which is why we have a statewide component, that would have an impact on disproportionate minority contact, as well as looking at the community based level in Waterbury that may be replicated in other communities in subsequent years.

10. Right now do you have statewide data on /that shows which jurisdiction drives your numbers? Does Waterbury have local data available?

Some is available. Some reports have been done at various points in time, on disproportionate minority contact in the Juvenile Justice System.

11. Are you talking state or Waterbury?

State, and the underlying data is available. In those reports, the underlying data is by court analysis so the state reports are aggregates of the local court data.

12. There are 5 jurisdictions in Connecticut (CT), 75% of the disproportionate kids come from, can the data tell you that?

Yes. The reports can give you some information about from where the kids are coming from.

13. Is detention run by the state or local CT?

Detention is run by the state, Court of Support Services Division.

14. Is that the same for probation?

Yes. CSSD oversees probation. Our line of demarcation is if the child is committed, they get committed to DCF and they are placed on parole at the time of commitment. If the child is on probation and remains in the community, they are under the jurisdiction of the CSSD.

15. The Statewide Advisory Committee, is that something in the proposal that you are looking for possible structure or recommendations of who might participate in it? Or is that already formed?

It is not already formed. It will be formed (called Stakeholder Group in the RFP).

16. Would it be appropriate for us as possible applicants to suggest names or names of statewide organizations either state run or in the private sector who we might suggest be part of that Stakeholder group?

That is perfectly appropriate.

17. Along those lines, is this something your partner agencies are aware of and expecting to be a participant in or do you expect a lot of recruitment to happen to get people on board?

On the statewide level, I don't expect a lot of recruitment being necessary because our key partner, CSSD, and DCF have a Joint Juvenile Justice Plan. There's already been discussion within that plan about having an interagency planning group.

18. Regarding Casey Family Services, because they've done so much work in Waterbury and are national leaders, they might want to apply. If not, is there any kind of plan for Casey to provide technical assistance? But potentially partnering with them would be potentially helpful?

If you select a partner, you will need to make the case for

19. Potentially, partnering with them may be helpful?

They have a report that might be helpful. There are 2 reports that need to be made available to you that are mentioned in the RFP.

20. And they are still working on it?

Yes, but not for long. I think there is another 6 months.

21. Because it says in here (CSOS #2) integrate the work under this initiative with Casey Breakthrough Series...in Waterbury, but that would be up to the responder?

Insuring that there are no duplicative efforts and if there are people who are on that panel who would be appropriate to work with this one, attempting to have them, for instance, the police, that they would also be invited to participate. So the successful bidder is not reinventing the wheel.

22. Does the state have a DMC coordinator?

There is a Juvenile Justice Advisory Committee.

23. Is there a person tilted DMC Coordinator?

No.

24. I'm assuming the JJAC does not have a sub-committee right now?

There is a JJAC subcommittee, however, it is not known if it is an ad hoc or a standing committee.

25. How would they relate to the stakeholder group that you're asking to be developed?

That subcommittee would be invited to participate.

26. Is there space available for out of state providers, would there be work space available at the state level and in Waterbury? Or would the provider be expected to/and locate and provide work space in?

The Department will try to find work space. It is anticipated that the awarded entity would be in Waterbury on a regular basis.

27. Regarding all of the data that needs to be collected, what kind of database is that existing data stored in? Curious about software programs that it uses, can it be converted to SPSS or Softscape?

The data can be converted to those formats.

28. Is there existing software? Or do you expect the responder to already have in place appropriate software?

The responder should have appropriate software in place to analyze the data that is being gathered/provided.

29. Will DCF provide additional information about the electronic format in order to help in the technical connecting of that data?

Yes, both agencies (DCF and CSSD) will work collaboratively with the successful bidder to facilitate providing the necessary data.

30. If you're an individual and you're going to couple with an agency – does the size of the agency matter?

No, it's the experience and the ability to fulfill the requirements of the RFP that are important.

31. In Waterbury, do the JJ stakeholders know that this is going to happen? Have they been approached?

Juvenile Justice in CT is pretty much statewide. The statewide people are aware of it.

32. Is there a juvenile court in Waterbury?

Yes.

33. Is there a Chief Juvenile Judge or administrative judge in Waterbury?

There is an administrative judge for Superior Court Juvenile Matters. This is a state-wide position. CSSD is part of the judicial branch. So, anticipate no problems with the court in accessing court data.

34. And those folks are aware generally?

Yes.

35. How likely is it that one would be willing to partner with a high school or a few high schools if there were a collaborative initiative among a group of schools?

It depends on the ability of the responders to demonstrate that they are qualified to meet the qualifications of the bid.

36. In regards to Foster Care children and adoption, disproportionality is defined in terms of over/under representation in the population under age 18. There are 16 and 17 youths in part of the court, but not in the criminal part. What does that mean for the statistical studies in the areas of expertise? I thought FWSN (16 and 17 year old) runaways could come before the juvenile court.

There are 16 and 17 years olds in the juvenile justice population in CT. It depends on the age of the child when the offense is committed, what section they go into. If they are 16 or older when the offense is committed, regardless of the nature of the offense, they are automatically considered adults. If they are younger than 16 when the offense is committed, then they are automatically juveniles and their commitment can go up to age 18. We do have 16 and 17 year olds in the juvenile justice system. We do have 16 and 17 year olds in the data.

38. We are talking about a population whose intersect with the court came before they were 16 years old?

Yes.

39. Do you think that I am correct in thinking there are statistics about disproportionality in the child welfare population are all based on under 18?

The child has to be committed before they are 18 if there is abuse or neglect, but the statistics will go beyond that because the state has responsibility, if the child agrees, to provide support up to age 23.

40. Would we want to use that (child welfare statistics) as a model?

We wouldn't necessarily be using that as a model because there has been some work done on this in the Juvenile Justice arena.

41. There was mention of the general proposal notice and requirements, December 31st deadline. What does that have to do with?

That has to do with a change in the state statute with regards to contributions to statewide political offices. As of that date, contributions may not be made or solicitation of donations for statewide political offices may not be made by applicants or prospective contractors. This is simply to alert you to that pursuant to state statutes, certain contributions should not be made. Separately, the State's previous campaign contribution law required a two-year look back, so if there has been a contribution in the past two years, it has to be reported at the point of contract. Please also see the General Proposal Notices and Requirements section of the RFP for additional information regarding Campaign Contributions.

42. Regarding the on-site coordinator, are you looking at that as a full-time employee?

The hours are documented in the RFP.

43. Is it useful to have an identified individual for that or could you have a to be hired basis?

You could do it as a to be hired, but you need to identify what the responsibilities are of that person and the hours that they would be working.

44. December 31st deadline again. If I as an individual made a contribution to a perspective legislator, in my district for example, prior to December 31st and 2 years past, should that be reported?

That would be reported at the point of contract if you were awarded through this RFP. There is an affidavit that you would need to submit that set forth the contributions that have been made.

45. Is Geographical Information Systems (GIS) an expected component of community mapping?

It's based on what you think is appropriate.

46. Is there an expectation of a lot of case file review, as opposed to data analysis?

That would depend on how your RFP is developed and what you believe is important in order to develop meaningful alternatives and interventions. So, that depends on how you structure your response.

47. This is a local and statewide initiative – so it is possible after that the 3 or 4-year period when you are funded that you or the program could possibly be considered to be used in different areas of CT?

Yes. That's why we are using the community based model as well as the statewide model because we believe that this is going to require both a local approach and we want to basically pilot the local pieces in a community, as well as the statewide approach. There are certain initiatives that need to happen at a state level in order to be effective. So that's why we are trying to do both in this RFP.

48. In trying to properly address it and at the same time meet objectives, are you looking for an innovative type of a thing? Looking for something different? Where are you headed? Do you want to improve upon something that you already have? Where are you at (the organization here) in terms of the need of it?

We are looking for responses to the proposal and are seeking response from individuals or organizations that are willing to review and analyze the data that is available and based on the analysis and data, come up with a plan. Also, gathering any additional data that the responder thinks is necessary in order to develop a meaningful and effective intervention to reduce that rate of disproportionate minority contact in the juvenile justice system in CT.

49. There has been some analysis before?

There has been some analysis done as to the level of disproportionate minority contact in the juvenile justice system in CT.

50. Can we get a list of attendees/participants of the Bidders Conference made available?

This will be available upon written request after the selection is made and the contract is awarded.

51. Will you be sending out the two documents?

The two documents will be posted on the web-site.

52. Will this session be transcribed, answers be made available?

Questions and answers from the Bidder's Conference will be posted to the DAS web-site on or about 01/05/2007.

Electronically Submitted Questions From The Previous DMC RFP Issuance

1. **When will the specific evaluation criteria be finalized as well as how the criteria will be scored? Articulation of evaluation criteria begins on page 10 of the RFP. How might bidders obtain access?** The criteria are articulated within the RFP. The weighting of the criteria are as follows:
 - Bidder Qualifications: (Point Value=10)**
 - Cultural Competency: (Point Value=15)**
 - Community Linkages (Point Value=15)**
 - Program Specific (Point Value=35)**
 - Staffing and Staff Development (Point Value=10)**
 - Data Management (Point Value=10)**
 - Fiscal Management (Point Value=5)**
2. **2. How can potential bidders obtain the listing of who will be on the evaluation committee? This will be available upon written request after the selection is made and the contract is awarded.**
3. **How will total price figure into evaluation review?** The answer to this question can be found in the posted notes from the Bidder's Conference for this RFP. (See Bidder Conference Questions 5 and 6 above)
4. **Will the annual budget or budget narrative figure into evaluation in any way?** Yes. The manner in which the budget will be considered is articulated on page 14 of the RFP, within the section entitled "Fiscal Management"
5. **What is the schedule of activities/deliverables for year 1?** This is part of the response to the RFP
6. **What major activities are contemplated for years 2 and 3?** This is part of what should be articulated within the RFP response
7. **Is bidder expected to present a work plan for year 1? Yes For years 2 and 3? Yes**
8. **When will bidders get access to the Casey Collaborative information?** See the summary posted with these questions More information will be provided at the point of contracting
9. **When and how can bidders obtain the bidders' list?** This will be available upon written request after the selection is made and the contract is awarded.
10. **Which specific data sets described in the RFP are currently available to the successful bidder and which need to be developed?** There are a number of studies that have been completed that the successful bidder may determine are appropriate to analyze with a focus on DMC, even though that may not have been the focus of the original study. In addition to those, there are the two studies on DMC completed by the JJAC. The link to the Connecticut Juvenile Justice Strategic Plan is as follows:
<http://www.ct.gov/dcf/cwp/view.asp?a=2550&q=317718>
11. **Which analyses are to be conducted statewide and which solely with Waterbury data?** This is something that should be addressed within the RFP response by the bidder.
12. **What is the timeframe for the data analysis?** This is something that should be addressed within the RFP by the bidder.

13. Are letters of reference required for each sub-contractor? No. If so, how many for each? What about individual employees of subcontractors? No. Consultants? No

14. What is the difference between the annualized budget and the budget narrative? What kind of detail must go into the narrative? Will it be part of the evaluation criteria? This is explained in the Fiscal Management section of the RFP that is located on page 14. The budget sets forth the allocations you are proposing to provide the service(s) contained within the RFP. The budget narrative details all your proposed allocations, including setting forth how the allocation was derived.

15. May a bidder rely exclusively on a sub-contractor to meet one of the qualifications such as community mapping experience? There is no prohibition within the RFP. Will the bidder be penalized in the evaluation for so doing? The bidder will be evaluated based upon the criteria articulated within the RFP

16. Do the staffing chart and plan have to differentiate bidder staff from subcontractors and consultants? Yes

17. On page 11, what is meant by specialized or targeted programs? Programs focused upon a particular topic/ population/goal.

18. To what extent does the inventory for the community mapping already exist and to what extent is the bidder expected to create it? This is unknown.

19. On page 14, please explain what is meant by analyzing and reviewing program data “in conjunction with staff supervision.” Reviewing data within the organization to determine whether individual and organizational outcomes/goals are being met

20. According to the RFP, a contracted on-site coordinator is required. Is it expected that this will be full time position? This question was answered during the Bidders' Conference. Please see Bidder's Conference Questions #42.

**DISPROPORTIONATE MINORITY CONTACT
INITIATIVE**

REQUEST FOR PROPOSAL



State of Connecticut
Department of Children and Families
February 16, 2007

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REQUEST FOR PROPOSALS (RFP)

Title: Disproportionate Minority Contact Initiative

Type of Funds:

The services contained within this RFP are funded through state dollars to be awarded by DCF based upon a competitive procurement process. Funding is dependent upon appropriations from the Connecticut General Assembly.

Procurement Schedule:

RFP Planning	July 1, 2006
RFP Published	February 16, 2007
Deadline for Submission of Questions	February 28, 2007 at 5:00 PM
Questions and Answers Posted to Website	On or about March 2, 2007
Deadline for Receipt of (mandatory) Letter of Intent	March 2, 2007 at 5:00 PM
Deadline for Receipt of Proposals	March 16, 2007 by 5:00PM
Anticipated Date of Contract Execution	On or about May 4, 2007

Intent

The State of Connecticut, Judicial Branch, Court Support Services Division (CSSD) in conjunction with the Department of Children and Families (DCF) is soliciting proposals from experienced organizations or individuals to provide consultative services, including but not limited to data analysis, stakeholder group development, community mapping and policy development designed to reduce or eliminate disproportionate minority contact (DMC) in Connecticut's juvenile justice system.

Amount and Period of Award

The selected applicant may enter into a three-year contract beginning on or about May 4, 2007. Continued funding beyond state fiscal year ending June 2007 will be contingent upon contract performance and availability of funds to the Department. Proposals should be developed based upon annualized funding in the amount of \$100,000 from DCF and \$100,000 from CSSD, for a total annual amount of \$200,000. The first year funding will be negotiated with the awarded applicant.

Disposition of Proposal

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 interest of the Department of Children and Families. 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. DCF may also further wish to interview applicants and/or conduct site visits, and use information gleaned during the site visit and/or the interview in making award decisions.

Eligibility

Applications will be accepted from any public or private organization. The Applicant and any proposed subcontractors may not have a current licensing restriction or has been subject to DCF or other state agency licensing restriction within the last 6 months, 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.

Insurance

The contractor 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 contractor, subcontractor 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.

Affirmative Action

All Respondents must complete the Bidder's Commission on Human Rights and Opportunities (CHRO) Compliance Package and include with their RFP submission required documentation to give evidence of their compliance with certain nondiscrimination and affirmative actions obligations pursuant to applicable Connecticut General Statutes. The Bidder's CHRO Compliance Package is to be obtained from the DCF website:

www.ct.gov/dcfT

- Click on "Forms"
- The Bidder's CHRO Compliance Package and Evidence of Nondiscrimination Form Guidance are found under the "Contracts Management" heading

A guidance for completing the Evidence of Nondiscrimination Form can also be found on the DCF website:
<http://www.ct.gov/dcf/cwp/view.asp?a=2555&q=314408>

Successful respondents will be expected to comply with nondiscrimination requirements and any other required state and federal regulations. All awarded agencies will be required to submit an affirmative action plan prior to the execution of a contract.

Letter of Intent and RFP Contact Person

A non-binding, Letter of Intent is **required**, no later than **March 2, 2007 by 5 pm, local time**. No application for funding will be accepted from any bidder who has failed to submit a Letter of Intent within the specified time frame. Letters of Intent should be directed via e-mail, fax or mail and received by the RFP contact person listed below:

Atty. Ann-Marie DeGraffenreidt, Program Director
Bureau of Juvenile Services
Department of Children and Families
1225 Silver Street
Middletown, CT 06457

Email: ann-marie.degraffenreidt@ct.gov Phone: (860) 638-2406 Fax: (860) 638-2410

Questions and Addenda

Questions concerning this RFP will be answered only through an electronic "Question and Answer" method and period. Questions regarding the RFP and its content must be received by **February 28, 2007 by 5 pm, local time**, via email directed to the RFP's contact person.

Any form of ex parte contact regarding this RFP or any proposal being prepared or being considered under this RFP, whether directly or indirectly is hereby strictly prohibited. This includes, but is not limited to, any contact with any DCF or CSSD employees asking them for advice, information, or support. Violations may result in the rejection of any and all proposals submitted under this RFP by such respondent(s). Any inquiries or requests regarding the RFP must be submitted to the RFP Contact Person via the Question and Answer process noted herein.

The Department will post responses to these questions or add any addendum to this RFP on the Department of Administrative Services website ((DAS) website (Contracting Portal) (www.das.state.ct.us)) on or about **March 2, 2007**.

Proposal Deadline

Ten (10) Copies (one original and 9 copies) of the completed proposal **must be received by 5pm, local time, on March 16, 2007**, and directed to the RFP contact person at the following location:

Bureau of Juvenile Services
Department of Children and Families
1225 Silver Street
Middletown, CT 06457

Each copy must be complete, collated, and ready for reviewers. **Please note** that faxed and electronic versions of the application will not be accepted. **Applications will not be accepted or considered for review after the due date and the time stated above.**

Background

CSSD and DCF are jointly responsible for the provision of services to children within the state's juvenile justice system. Together, they believe that any initiative addressing DMC in Connecticut's juvenile justice system must address the basis for disparities in referrals to court, admissions to detention, differences in dispositions. Many communities within Connecticut, through their police, schools and the collaboration between the two entities through the use of school resource officers, have both adopted a more punitive approach when addressing disruptive adolescent behavior and criminalized behavior that formerly was addressed solely through the school disciplinary process. An increase of referrals to Superior Court Juvenile Matters is the result of school and police policy changes adhere to a "zero tolerance" philosophy. Additionally, many communities lack the services and resources to promote positive youth development or to intervene with children and families struggling with a variety of problems including, but not limited to, poverty, mental illness, and substance abuse. This lack of community resources is a significant contributing factor for system involvement, whether it is involvement in child welfare, and juvenile justice.

The courts also lack the resources needed to provide timely access to needed services and interventions. In some locations the "zero tolerance" philosophy carries deeper into the juvenile justice system and results in the increased use of detention, violations of probation/court orders, and revocation of parole to control adolescent behavior as opposed to promoting positive behavioral change and enhanced skills for success.

Through the development of the Joint Juvenile Justice Strategic Plan, the stakeholders of the Connecticut juvenile justice system have made a commitment to work together to develop a system that is responsive to child and family needs, focuses on reducing children referred to court, and provides quality interventions and services to prevent or limit system involvement and support positive outcomes. As a result of this commitment, an initiative to address DMC in Connecticut must be developed to address the factors contributing to involvement in the juvenile justice system and disparate outcomes within that system based on ethnicity and race.

Connecticut DMC Initiative Goals

- Understand the extent of racial and ethnic disparity based on an examination of existing data
- Develop consistent definitions of race and ethnicity across agencies for data collection purposes
- Develop a statewide interagency strategy, involving CSSD, DCF and the State Department of Education (SDE), to reduce DMC in the juvenile justice system at all points of contact (e.g., police/school contact, court referral, court handling, detention, disposition/commitment)
- Work in the Waterbury community to convene local stakeholders to understand the extent of DMC within the juvenile justice system in this community and to develop strategies to address it
- Reduce DMC within the juvenile justice system in the Connecticut

National Approaches:

- Successful strategies in other jurisdictions have included the following elements:
 - Leadership
 - Interagency/stakeholder collaboration
 - Analysis of data at critical decision points
 - Race/ethnicity neutral decision-making criteria for critical points
 - Detention alternatives/diversions
 - Designated staff
 - Nationally respected models are the W. Hayward Burns Institute model focusing on data collection and community mapping at the neighborhood level and the Annie E. Casey Juvenile Detention Alternative Initiative (JDAI) focusing on detention crowding and alternatives

Proposed Approach for Connecticut:

- Connecticut already utilizes some of the approaches promoted by JDAI (e.g., restrictive/statutory grounds for detention, case expeditors, detention alternatives, detention best practices/improved conditions)
- Connecticut has extensive state-level data that has been collected by the Juvenile Justice Advisory Committee (JJAC)
- Connecticut needs to focus on collaboration (Judicial/CSSD, DCF, SDE, Juvenile Justice Advisory Committee (JJAC), municipalities) to address primary feeders into the juvenile justice system (e.g., police and schools)
- Build on efforts of SDE Commissioner to generate community support for the success of young minority males in school
- Develop a two-pronged approach to simultaneously work at the local and statewide levels to understand and address the contributing factors to DMC.

Scope of Services

1. Establish a stakeholder group at the state level to guide the overall implementation of the DMC initiative. State-level stakeholder group to develop strategies to address contributing factors to DMC at points of contact (e.g., review of statutes regarding grounds for detention admission and classification of Serious Juvenile Offenses (SJOs); development of race/ethnicity neutral detention admission criteria; development of race neutral diversion criteria; development of resources to address underlining reasons for court referral or disposition (school disruption, child welfare issues, mental health needs, etc.); work with Juvenile Justice Advisory Committee to educate juvenile justice stakeholders about disparity and contributing factors.
2. Integrate the work under this initiative with the DCF Casey Family Programs Disproportionality Breakthrough Series Collaborative occurring in Waterbury, CT.
3. Analyze data regarding reasons for referral to Superior Court-Juvenile Matters concerning delinquency and family with service needs petitions (e.g., police-delinquency, family-Families With Service Needs (FWSN), and schools-delinquency and FWSN)
4. Analyze data regarding how referrals described in # 3 are handled (e.g., non-judicial vs. judicial)
5. Analyze data regarding reasons for admission to and release from detention (e.g., SJO), Violation of Probation/Violation of Court Order (VOP/VOCO), Taken Into Custody (TIC), Order of Detention (OOD), Order to Detain (OTD))
6. Analyze data regarding disposition (e.g., nolle/dismissal, probation/supervision, commitment-direct placement/training school, parole revocation)
7. Analyze data based on offense category and level of offense within each category (e.g., person, property, drug, public order)
8. Review and recommend revisions to DCF and CSSD policies as necessary to address any disparity of treatment
9. Track data to determine if strategies are making an impact on eliminating DMC
10. Establish a stakeholder group in Waterbury to work at the community-level to identify points of DMC and develop local strategies to address contributing factors.
 - a. Ensure local stakeholder group includes police, schools, DCF child welfare and community groups, as well as typical juvenile justice stakeholders
 - b. Complete community mapping by race/ethnicity, neighborhood, offense, time
 - c. Complete community mapping of services and locations (e.g., are services to prevent or reduce court involvement available and accessible?)
 - d. Determine if the FWSN Protocol has an impact on DMC
 - e. Develop local strategies to address identified contributing factors/needs
 - f. Track data to determine if strategies are making an impact on reducing DMC

Staffing

Contracted on-site coordinator to facilitate both stakeholder meetings, collect and analyze data, complete community mapping, assist stakeholders with development of strategies and identification of funding sources and provide or obtain additional technical assistance as needed. The on site coordinator must have a degree from a four year accredited post-secondary institution.

Data Reporting Requirements

The awarded applicant will be expected to submit quarterly written reports, ad hoc reports and submit data in the frequency and format required by the Department and CSSD. The report and data may include, but will not necessarily be limited to, the following:

- Project Progress Reports
- Evaluation/Data Reports

Successful applicants may also be expected to provide raw and individual client level data as necessary to support the DCF Bureau of Juvenile Service's and CSSD's monitoring and oversight of this initiative. The contractor(s) would be required to submit such data in the interval, at the frequency and such format as determined by DCF and CSSD. It is likely, however, that data and reports will need to be transmitted through an electronic/computerized format. Therefore, applicants will need to detail their ability to fulfill this data-reporting requirement (e.g., setting forth the software, personnel, hardware and networking capabilities that will allow them to meet this requirement).

In their final quarterly report, and as part of their Annual Report, the contractor will be expected to include recommendations that address improvements and enhancements to program fidelity and achieving positive outcomes for the children and families that are the target of the initiative. The Quarterly and Annual Reports and their Executive Summaries must be appropriate for distribution to municipalities, program managers, community providers and organizations and state leaders (e.g., commissioners, legislators, and other leaders in state government).

Additional Service Requirements

The State reserves the right to add additional positions as needed at any time during the contract period. Pricing for the new positions will be mutually agreed upon between the contractor and DCF and CSSD.

Contractor's Responsibility

Awarded contractor shall supply sufficient competent, reliable, and properly licensed or certified personnel to provide adequate and satisfactory services under this contract. In cases where special licenses, certificates, accreditations, or certificates are required by state, federal, and/or local law, statute, or regulation for an employee to perform duties of a specified job description, contractors are required to provide a copy for each employee to the employing State Agency upon request. The contractor shall also provide references, resumes, and/or test scores on individual employees.

CSSD and DCF reserve the right to conduct interviews with selected individuals, upon receipt of this information, if deemed necessary. The CSSD and DCF reserve the right to accept/reject any temporary service employee provided by the contractor.

If there are problems with a temporary employee furnished by the contractor, CSSD and DCF have the option of requesting a replacement for the temporary employee. The first replacement will be sought from the original contractor. If there are problems with the second temporary employee, CSSD and DCF have the option to seek services from another contractor.

The contractor shall be solely responsible for the payment of all salaries, wages, bonuses, Social Security Worker's Compensation, taxes, Federal and State Unemployment Insurance, Liability and Worker's Compensation Insurance, employee benefits, and any and all other taxes relating to the personnel

furnished under the contract award. The contractor is solely responsible for withholding State and Federal Income, and F.I.C.A. Taxes, and shall provide Worker's Compensation for its personnel. The contractor shall also comply with all other laws relating to its employees, such as wage and hour laws, safety and health requirements, and collective bargaining laws.

In accordance with all applicable laws, regulations, and procedures, the contractor and the personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the contractor's personnel may come in contact with or be privy to in the course of providing services. The contractor shall affirm, in writing, that confidential information may not be disclosed either during the provision of services or following the termination of an individual's employment with the contractor.

Contract Conditions

Persons engaged in this contract may be asked to submit to a state and federal criminal background check, DCF complaint check, and check of the licensing agency for the field in which they practice for any disciplinary action taken against them.

Bidders must also submit a copy of the curriculum vitae of the individuals who will be providing the services, along with a photocopy of their respective licenses and three (3) letters of reference from entities for whom bidders have provided services similar to what is requested in this RFP. Contractors are expected to disclose any professional disciplinary action, or criminal charges with the exception of *minor* motor vehicle violations at the time of bid submission.

Budget

Please complete an annualized budget. Applicants will use the attached budget forms. A budget narrative that corresponds to the submitted annualized budget, reflecting all operating costs and details the calculations and rates for all presented allocations, must also be included. Budget instructions should be obtained from the following DCF link:

DCF Consolidated Instructions:

<http://www.ct.gov/dcf/cwp/view.asp?a=2555&q=314408>

Applications proposing a DCF/CSSD funding level exceeding the annual maximum identified in this RFP may be penalized or rejected.

PREPARING A RESPONSIVE PROPOSAL

A variety of questions and submission requirements have been included in the RFP. The Respondent must review the RFP in total to ensure that required questions and response elements are adequately and sufficiently addressed based upon the context of the services to be awarded.

Applicants 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 and REVIEW CRITERIA

This section lists all the review questions and criteria to which applicants must respond in their submission. It is strongly encouraged that these questions are answered within the context of the information contained in the RFP. There is often additional detail within the RFP that explicates the breadth and depth of information that a successful Applicant will provide.

Please clearly note any exceptions in your agency's capacity or willingness to deliver services per the requirements outlined herein.

All proposals submitted in response to this RFP will be reviewed on a competitive basis according to the following criteria: Please answer all the questions below in your submission; be specific and detailed in your responses.

BIDDER QUALIFICATIONS

- Provide a description of your agency including years in operation.
- Describe the agency's experience providing community mapping, data analysis, facilitating stakeholder meetings and policy development. Provide sufficient detail to demonstrate the age, gender, ethnicity, and diversity of the population(s) with whom the agency has worked.
- Describe, in detail, the experience that the agency has had in analyzing data, community mapping and policy development in the area of DMC within the juvenile justice system.
- Describe the agency's history and experience working with neighborhood or community-based collaboratives.
- Describe the agency's experience in working with secure programs/residential programs, community agencies serving the juvenile justice population, municipalities, local and state police organizations and public schools systems.
- Provide a detailed organizational chart, complete with names and titles that clearly define your management and oversight structures and responsibilities. Attach resumes of identified managers and other current staff that will be employed for this service and articulate the number of hours each week that will be devoted to this project for each person, stating the number of hours each month that will be spent on site, i.e., in Connecticut, and off site.

CULTURAL COMPETENCY

- Provide in detail the agency's ability to foster effective relationships between diverse populations, including evidence of collaboration with non-traditional, grass roots and faith-based organizations.
- Detail the agency's development and administration of specialized or targeted programs.
- Provide the agency's current policy and process to recruit, hire, and retain staff that represents the cultural and linguistic needs of community members with which they've worked.
- Describe the Board of Directors and how they reflect the cultural diversity of the clients to be served.
- Provide details that clearly articulate appropriate and satisfactory means to infuse cultural and linguistic competency into the service approach Provide details regarding how multi-cultural competence will be appropriately and adequately included in the analysis and review of program data and other activities required by this RFP.
- Describe how the program design, service elements and budget address and articulate a recognition and understanding of the cultural, ethnic and linguistic needs of the analysis and policy development required to eliminate DMC in Connecticut.

COMMUNITY LINKAGES

- Describe how the agency will facilitate meaningful community and family involvement in the assessment required to develop effective initiatives to eliminate DMC.
- Describe the agency's protocol for developing a comprehensive and population/client informed plan for eliminating DMC, including an effective mechanism for fostering communication and coordination between families, service providers, the schools, community supports, and DCF and CSSD.
- Describe the agency's experience providing service and existing collaborative linkages with municipal police departments, the local board of education and other community based providers and organizations This includes linkages and connections with traditional and non-traditional services and support systems.

PROGRAM SPECIFIC

- Describe the considerations and data that must be gathered and/or analyzed to develop meaningful interventions within a community to eliminate DMC.
- Describe how the bidder will build upon the knowledge developed through the DCF Casey Family Programs Disproportionality Breakthrough Series Collaborative occurring in Waterbury, CT.

- Describe how the bidder will establish and provide information to a stakeholder group at the state level to guide the overall implementation of the DMC initiative and develop strategies to address contributing factors to DMC at all points of contact and decision points within the juvenile justice system.
- Describe how the bidder will establish and provide information to a stakeholder group at the local level, within Waterbury, to identify points of DMC and develop local strategies to address contributing factors.
- Describe how the bidder will facilitate communication between the local and state stakeholder groups so that both groups learn from the other without duplicating work.
- Describe how the bidder will complete community mapping in Waterbury by race/ethnicity, neighborhood, offense, time and gang activity. Also describe how community mapping of services and locations (e.g., are services to prevent or reduce court involvement available and accessible?) will be accomplished. Within the community mapping effort, describe how the bidder will evaluate what impact the Family with Service Needs protocol has had on DMC within Waterbury.
- Describe how the bidder will analyze data state – wide concerning the following subjects: (a) reasons for referral to Superior Court-Juvenile Matters concerning delinquency and family with service needs petitions (e.g., police-delinquency, family-Families With Service Needs (FWSN), and schools - delinquency and FWSN) and how these referrals are handled (e.g., non-judicial vs. judicial); (b) charges by offense category and level of offense within each category (e.g., person, property, drug, public order); (c) reasons for admission to and release from detention (e.g., SJO), Violation of Probation/Violation of Court Order (VOP/VOCO), Taken Into Custody (TIC), Order of Detention (OOD), Order to Detain (OTD));(d) disposition (e.g., nolle/dismissal, probation/supervision, commitment-direct placement/training school, parole revocation)
- Describe how the bidder will integrate the results of the data analysis described above when reviewing and making recommendations concerning the revision of agency policies as necessary to address any disparity of treatment
- Describe how the bidder will track data to determine if implemented state and local strategies are making an impact on eliminating DMC within Connecticut and Waterbury.

STAFFING AND STAFF DEVELOPMENT

- Describe the agency's plan to provide staff, including those who are culturally and linguistically competent and diverse.
- Provide a staffing model that includes all proposed line and administrative personnel, and their full time equivalents.
- Provide a detailed plan regarding an effective and appropriate supervisory structure that includes a plan for supervision of program staff consistent with the services as outlined in the RFP, if such staff is deemed necessary.

DATA MANAGEMENT

- Detail the applicant's ability to fulfill the data-reporting requirement (e.g., setting forth the software, personnel, hardware and networking capabilities that will allow them to meet this requirement). Also demonstrate that the agency has the computer capacity that is sufficient to run the Microsoft Windows 2000 operating system or higher, software that allows for word processing, spreadsheet creation, and database development and analysis, as well as email and Internet capabilities.
- Detail how will be records maintained.
- Describe the agency's computerized data collection and reporting capabilities. Provide details concerning how the agency can comply with quarterly, ad hoc, annual reporting and data submission deadlines.
- Discuss how the agency plans to achieve the goals of this RFP by describing the methods to be used, kind of data that are proposed to be collected to evidence attainment, how the data will be collected, managed and analyzed, and how the agency will ensure data integrity and reliability for all the requirements of the RFP.
- Describe how the agency plans to work in partnership with the DCF and CSSD in creating additional outcome measures/indicators and in providing thoughtful analysis of the data and making recommendations.
- Describe how the confidentiality of participants' records and data will be protected.
- Describe how the organization analyzes and reviews program data in conjunction with staff supervision.

FISCAL MANAGEMENT

- Provide an appropriate and reasonable budget and budget narrative.
- Provide sufficient qualified staff, supplies, training, and equipment, etc. necessary to accomplish the requirements set forth in this RFP.
- Provide an annualized program-operating budget that includes in-kind contributions, if applicable. Include a budget narrative that describes the rationale for these expenditures.
- Provide evidence of sound fiscal management processes, fiscal stability, and the ability to manage public contracts, public grants.
- Demonstrate sufficient resources and capacity to leverage other resources to benefit the program (e.g., insurance, in-kind, philanthropic, etc.).

APPLICATION INSTRUCTIONS

Submitted applications must conform to the following format requirements:

<i>Page Limit</i>	30(excludes Cover Page, Table of Contents, Application Budget, Budget Narrative and Appendices)
Font Size	12 pt
Font	Times New Roman
Margins	1 inch all sides
Line Spacing	Double

APPLICATION FORMAT

Applications should be packaged with the information in the following order:

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. Also, please do not submit materials in binders and notebooks. Applications should be packaged using a binder clip or other similar device.

APPENDICES

The following appendices are to be included with the proposal:

Appendix 1	Curriculum Vitae, photocopies of all licenses and Job Descriptions for all positions assigned to the Program
Appendix 2	Organizational Structure/Chart
Appendix 3	Board of Directors (annotated with race/ethnicity, gender and town of residence)
Appendix 4	Certificate of Incorporation or Federal ID number
Appendix 5	Names and Phone Numbers of 2 Clients Who Can Serve as Reference for the Applicant's Work
Appendix 6	Consulting Agreement Affidavit*
Appendix 8	Notification to Bidders Form*
Appendix 9	Evidence of Nondiscrimination Form and applicable Evidence material*
Appendix 11	Employment Information Form*
Appendix 12	Subcontracting Profile Form(s)
Appendix 13	Memorandum of Agreement** (for each subcontract, if applicable)
Appendix 14	SEEC form SC 3*
Appendix 15	SEEC form SC 3A*

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.

*Submissions lacking these properly executed forms, materials and affidavits may be rejected reviewed and/or award.

**Letters of Agreements are defined as documents setting forth the concrete service(s) (e.g., Staff, Training, Space, etc.) in 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.

ATTACHMENTS

There are a number of studies that have been completed that the successful bidder may determine are appropriate to analyze with a focus on DMC, even though that may not have been the focus of the original study. In addition to those, there are the two studies on DMC completed by the JJAC. The link to the Connecticut Juvenile Justice Strategic Plan is as follows:
<http://www.ct.gov/dcf/cwp/view.asp?a=2550&q=317718>

Disproportionality: A Breakthrough Series Collaborative

In the April edition of Essential Connections, at <http://eww.dcf.state.ct.us/news/Apr06.pdf> we introduced the Breakthrough Series Collaborative on reducing disproportionality and disparate outcomes for children and families of color in the child welfare system. Central to this initiative is a thorough and on-going examination of data: nationally, statewide, and in Waterbury which is the pilot site. The following offers an introduction to this review.

Nationally

In almost every state, children of color are disproportionately represented in the child welfare system. Existing data suggest that disproportionate numbers of children of color receive fewer child welfare services that allow them to remain with their families. As a result, too many children are removed unnecessarily from their homes, left to languish in foster care, and are denied the support and family connections they need to transition successfully to adulthood.

2000 US Census Data	African American	Hispanic	White	Asian American	American Indian
US Population Under 18	15%	17%	61%	3%	1%
US Child Population in Care (<18)	35%	17%	39%	1%	2%

Connecticut Data	African American	Hispanic	White Non-Hispanic	Other
CT Child Population (2000 Census)	11.1%	12.9%	71.9%	4.1%
DCF Referrals (LINK 2004)	21.8%	19.2%	48.2%	10.8%
DCF Substantiations (Child Maltreatment Report '03)	23.8%	25.7%	44.1%	6.4%
DCF Opened For CPS (LINK 2004)	26.4%	23.6%	40.6%	9.4%
DCF Admissions (Chapin Hall 2004)	31.5%	23.9%	39.3%	5.3%
DCF In Care (Chapin Hall 2004)	35.7%	24.1%	36.8%	3.4%
DCF In Residential Care (IS 11/30/04)	31.1%	38.6%	22.8%	7.5%

Our Breakthrough Series workgroups in Waterbury are still collecting and reviewing data to decipher their implications. However, on a national basis Casey Foundation has identified the following three factors that contribute to disproportionality and disparity:

Correlation Between Poverty and Maltreatment – The highest rates of maltreatment occur in families with low incomes, single parents, parents not in the labor force and with large numbers of children. When risk factors such as education and income are controlled using statistical methods, Whites maltreated at higher rates. Some studies suggest that disproportionality is more about the disadvantaged characteristics of communities.

Individual/family Levels of Dysfunction – such as the proliferation in rates of substance abuse and use of crack cocaine; increase in overall incarceration rates, particularly impacting women and mothers; and the increased rates of HIV/AIDS.

Structural Racism: Race Does Matter – For example, accidental injuries are more likely to be reported as maltreatment if the child or family is African American or Latino. Factors contributing to this include concentrated poverty in racially segregated neighborhoods combined with cultural stereotypes; vague definitions of neglect; broad discretion on the part of CPS workers; and lack of adequate training in cultural competence and the impact of structural racism.

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)

The awarded applicant will be required to disclose the campaign contribution(s) to a candidate for statewide public office or the General Assembly that its principals and key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal made during the two-year period preceding the execution of the contract resulting from this competitive procurement.

Effective December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting contributions to, or for the benefit of, any committee of a candidate for statewide office, any political committee authorized to make contributions to any such candidate, or any party committee. See Section 9-333n(g) of the General Statutes.

All applicants for this solicitation are required to complete the State Election Enforcement Commission Affidavit SC 3 (Campaign Contribution Restriction) and Form SC 3 A (List of Principals).

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.

Administrative Expectations

Please see Exhibit A to view the terms and conditions requirements 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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts 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.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

Bidder's CHRO Compliance Package

The Bidder's CHRO Compliance Package can be obtained from the DCF website. This package contains the following forms:

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

The Bidder's CHRO Compliance Package is to be obtained from the DCF website:

- www.ct.gov/dcf
- Click on "Forms"
- The Bidder's CHRO Compliance Package and Evidence of Nondiscrimination Form Guidance are found under the "Contracts Management" heading

A guidance for completing the Evidence of Nondiscrimination Form can also be found on the DCF website:
<http://www.ct.gov/dcf/cwp/view.asp?a=2555&q=314408>

Please Note: Applications received that are lacking these forms and the required evidencing material may be rejected from award consideration.

**MANDATORY
STATE ELECTION ENFORCEMENT COMMISSION (SEEC) AFFIDAVIT and FORM
Prohibition on Campaign Contributions to Candidates, PACs and Political Parties**

Pursuant to Connecticut General Statutes, effective on and after December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions. (See Section 9-333n(g) of the Connecticut General Statutes). In conformance with this prohibition, **all applicants for this solicitation are required to complete SEEC Forms SC 3 and SC 3A.** A link to those **mandatory forms** is listed below.

Conn. Gen. Stat. §9-333n(g)(1)(F) provides:

(F) "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (I) owns less than five per cent of the shares of any such state contractor or prospective state contractor that is a publicly traded corporation, or (II) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

Conn. Gen. Stat. § 9-333n(g)(2) provides, in relevant part:

. . . (A) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from a state agency in the executive branch or a quasi-public agency or 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.

Conn. Gen. Stat. §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, and (iii) acknowledge in writing that if any such contribution is made or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

**MANDATORY CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT (SEEC SC3)
and
MANDATORY LIST OF PRINCIPALS (SEEC SC 3A)**

All bidders for this solicitation are required to completed SEEC affidavit SC3 and form SC 3A. These documents are contained in a .PDF format via the below link on the State Election Enforcement Commission's website. **Applications for this solicitation that are received without the SC 3 affidavit and SC 3A form properly completed as required and instructed, may be rejected from review or award.**

http://www.ct.gov/seec/lib/seec/Forms_SEEC_SC_3_SC_3A.pdf

Additional information concerning this law, its requirements and legal consequences for prospective state contractors who violate the prohibition on solicitation or donation of contributions may be found via the following link on the SEEC website:

<http://www.ct.gov/seec/cwp/view.asp?a=2360&Q=316542&seecNav=>

COVER SHEET
Request for Proposals
Disproportionate Minority Contact Initiative

Name of Agency: _____

Address: _____

Application Contact Person: _____

Contact Person Phone & Fax: _____

Contact Person Email Address: _____

Proposed DCF/CSSD Funding Level: _____
--

**MANDATORY
LETTER OF INTENT
(Non-binding)**

DATE:

Atty. Ann-Marie DeGraffenreidt, Program Director
Bureau of Juvenile Services
Department of Children and Families
1225 Silver Street
Middletown, CT 06457
Email: ann-marie.degraffenreidt@ct.gov
Fax: (860) 638-2410

Dear Attorney DeGraffenreidt:

This is to inform you that we are planning to submit an application in response to the Request for Proposal: Disproportionate Minority Contact Initiative.

Agency/organization: _____

Address (if mailing address is different, please list both): _____

E-mail Address: _____

Contact Person: _____

Telephone Number:

DUE NO LATER THAN:

March 2, 2007, 5pm

BUDGET AND NARRATIVE JUSTIFICATION

Contractor: _____

CATEGORIES

A. Personnel

Job Title	Name	Project role or activity	FTE	Salary Requested
Personnel subtotal				

B. Fringe Benefits Rate= _____%

Fringe Benefits Subtotal =

C. Travel

Include purpose and costs

Note: Mileage reimbursement may not exceed the State reimbursement rate of \$. 445/mile

Travel subtotal =

D. Supplies

Supplies subtotal =

E. Contractual Costs

Include name of subcontractor, hourly rate and number of hours

Contractual subtotal =

Total Direct Charges (sum of A-E)

Indirect Costs Rate = ____%

List items that make up indirect costs, e. g., facility costs, maintenance, administrative or support staff not directly assigned to project

Total Indirect =

TOTAL

CALCULATION OF FUTURE BUDGET PERIODS
(based on first 12-month budget period)

Increases or decreases in the future years must be explained and justified and no cost of living increases will be honored.

	First 12-month Period	Second 12-month Period	Third 12-month Period
Personnel			
Fringe Benefits (%)			
Travel			
Supplies			
Contractual			
Total Direct Costs			
Indirect costs			
TOTAL COSTS			

SUBCONTRACTOR PROFILE
(COMPLETE FOR EACH SUBCONTRACTOR)

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

EXHIBIT A

TERMS AND CONDITIONS CONTRACTS WITH AGENCIES

THE FOLLOWING TERMS AND CONDITIONS ARE HEREBY MADE A PART OF THIS CONTRACT:

1. Services to be provided

The contractor shall provide the services described for the consideration stated herein.

2. Payments

The Department and the State of Connecticut assume no liability for payment under the terms of this contract until said contract is fully executed.

Payments will be made as stated in this contract and will be contingent upon receipt and approval of all required reports in a timeframe established by the Department unless, in its sole discretion, the Department waives such a requirement.

The Contractor further agrees to return to the Department any unexpended funds within thirty (30) days after the expiration of this contract, or within thirty (30) days after the termination of this contract by either party.

The Department retains the right to adjust payments under this award to offset any unallowable expenditures or unexpended funds owed from a prior award or from a previously terminated grant award.

Contract funds may not be expended prior to the starting date or subsequent to the termination date of this contract.

3. Establishment of Policies and Procedures

The contractor assures that it will establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of contract funds. Fiscal control and accounting procedures will ensure proper disbursement and accounting of contract funds. Accounting procedures will provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls will be adequate to ensure that expenditures charged to contract activities are for allowable purposes and documentation is readily available to verify that such charges are accurate.

4. Reporting Requirements

The contractor agrees to provide the Department with such statistical, financial, and programmatic information as is deemed necessary by the Department for the purpose of determining payments, establishing Grant formulas, monitoring and evaluating programs, and establishing management information systems.

The Department will be granted access at any reasonable time to the books and records pertaining to the program funded by this contract. Statistical reports shall be in the form prescribed by the Department.

5. Subcontractors

No subcontract may be entered into by the contractor for execution of project activities described unless incorporated into the approved application or approved in advance by the Department.

The contractor will notify the Department of the name, address, telephone number and principal place of business of each subcontractor if contractor subcontracts any portion of the contract funds. The contractor shall make good faith efforts to employ minority business enterprises as subcontractors.

6. Revisions to Program or Budget

Any proposed program revisions in the program described which alters the nature or scope of such program shall not be implemented until approval has been received in writing from the Department.

The Department's share in any line item expenditure, other than salaries, is limited to variance of 20% or \$1,000.00, whichever is less, of the level budgeted for Departmental participation unless notice of such proposed variance is given by the contractor to the Department at the contractor's earliest knowledge of such proposed variance and is accepted in writing by the Department. The Department's share in salary expenses is limited to the positions described and amounts budgeted for Department participation unless prior notice of any variance is given by the contractor and accepted in writing by the Department.

7. Funding Restrictions

Restrictions on Supplanting Funds

It is understood and agreed by both the Department and the contractor that in the event the contractor receives funding from any source other than those detailed in the contract, which supplements or supplants the State share of expenses, for services provided for under this contract, the Department shall be advised of such funding within ten (10) days after the contractor receives notice of such funding.

Further, the contractor assures that contract funds will not be used to supplant Federal, State, or local funds, amount of funding that would, in the absence of these funds, be made available.

Non-allowable Costs

Funds allotted to the Contractor by Department shall not be used for capital expenditures, or depreciation thereof. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.

Return of Funds

Any funds owing to the Department due to unanticipated funds received by the contractor for the same services from other sources or unallowable expenditures shall be refunded by the contractor within 90 days within receiving notice from the Department. Any funds remaining unexpended upon the expiration of the contract will be returned to the Department within 90 days.

8. Evaluation

The contractor, including all other recipients of assistance under this contract, whether by subcontractor or sub grant, agrees to develop or enhance program evaluation strategy acceptable to the Department. The contractor further agrees to cooperate with the Department to:

- a. determine whether program goals and objectives are attained;
- b. collect and maintain project and client data;
- c. supply project data to the Department or its designee; and
- d. permit access by the Department, or its designee, to any and all project information.

9. Rights of Acknowledgment

The contractor shall acknowledge the Department's support in all public statements, including annual reports, statements through the media, etc. to which State funds apply in whole or in part.

All records, assets, property, and documents of any nature including any program materials and curricula prepared or purchased by the contractor under this contract and subject to the terms of this agreement, is the property of the Department.

10. Confidentiality

The contractor shall abide by Connecticut General Statute 17a-28 regarding confidentiality of and access to records or communications which are identifiable to an individual serviced by and obtained through the contracted project.

11. Notice of Delay

If the program/project is not operational within 60 days of original starting date of the contract period, the contractor must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date.

If the program/project is not operational in 90 days of the original starting date of the contract period, the contractor must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department reserves the right to

cancel the contract, or where extenuating circumstances exist, the Department may extend the implementation date of the program/project past the 90-day period.

12. Termination for Default or for Convenience of the State

The performance of work under the contract may be terminated by the State of Connecticut in accordance with this clause in whole, or from time to time in part:

- a. Whenever the Contractor shall default in performance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder), and shall fail to correct such default within a period of ten days (or such longer period as the Commissioner may allow) after receipt from the Commissioner of a notice specifying the default: or
- b. Whenever for any reason the Commissioner shall determine such termination is in the best interest of the State of Connecticut. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for default of the Contractor or for the convenience of the State of Connecticut. The Contractor will then be notified of the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

13. Insurance

The Contractor agrees that while performing services specified in this agreement that he will carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause whatsoever. Certificates of same are to be filed with the agency prior to the performance of the services, if requested.

14. Audit Requirements

The Awardee shall cause to be prepared and delivered to the Department of Children and Families an audit performed by an Independent Public Accountant as defined by C.G.S. 7-396a, Public Act 91-401 and Public Act 92-121. Such audits shall be performed in accordance with generally accepted auditing standards and shall identify expenditures made by the Awardee that are not in compliance with the terms of this award. Such audits must be acceptable to the Commissioner of the Department of Children and Families and comply with regulations or recommendations as promulgated by the Office of Policy and Management or the Department of Children and Families.

The Awardee agrees that Auditors of Public Accounts of the State of Connecticut, and the Department of Children and Families shall have access to all records and accounts of the Awardee concerning each fiscal year during which this Agreement is in effect and to likewise make available records and accounts concerning the implementation of this Agreement for a period of three years after termination of the Agreement.

15. Non-discrimination On Basis of Sexual Orientation

(a) The Contractor agrees to the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of section (a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

16. The contractor agrees to comply with any special conditions attached hereto.
17. The contractor agrees to disclose to the Commissioner of the Department of Children and Families any items of value provided to DCF employees for which full payment has not been made.
18. **Choice of Law and Choice of Forum**

The contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

19. **Government Function:** If the amount of this contract exceeds two million five hundred thousand dollars, and if the contract is for the performance of a government function as that term is defined in Conn. Gen. Stat. § 1-200(11), as amended by Public Act No. 01-169 and Public Act 02-130, the Department is entitled to receive a copy of the records and files related to the Contractor's performance of a government function.

All records and files related to the Contractor's performance of a government function, as that term is defined in [Conn. Gen. Stat. § 1-200(11), as amended by Public Act No. 01-169 and Public Act 02-130,] are subject to the Freedom of Information Act and may be disclosed by the Department pursuant to that Act.

20. **Whistle-blower Protection** - If the amount of this contract is or exceeds five million dollars, the contract is subject to Conn. Gen. Stat. Sec. 4-61dd (e). If an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of this statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense.

21. **Executive Order No. 7C: Contracting Standards Board** - This contract is also subject to provisions of **Executive Order No. 7C of Governor Jodi M. Rell, promulgated on July 13, 2006**. The Parties to this Agreement, as part of the consideration hereof, agree that: (1.) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (i.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or (ii.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. (2.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. (3.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

22. *HIPAA Provisions*

- (a.) If the Contactor is a Business Associate under HIPAA, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b.) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*
- (c.) The State of Connecticut Department named on page 1 of this Contract (hereinafter "**Department**") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*
- (d.) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103 ; *and*
- (e.) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*
- (f.) The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E:

I. **Definitions**

- A. **Business Associate.** "Business Associate" shall mean the Contractor.
- B. **Covered Entity.** "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- C. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- D. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- E. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

- F. **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- G. **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.
- H. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. **More Stringent.** "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.103.
- J. **Section of Contract.** "(T)his Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- K. **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- L. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subparts A and C.

II. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - 1. Business Associate agrees to use administrative, physical and technical safeguards as described in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- E. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosures by Business Associate

- A. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. **Specific Use and Disclosure Provisions:**

1. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
2. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 154.514(e)(2)(i)(B).

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

VI. Term and Termination

- A. Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.**
1. Except as provided in paragraph (2) of this subsection C, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

VII. Miscellaneous Provisions

- A. **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. **Survival.** The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the Contract shall survive the termination of this Contract.
- D. **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.
- E. **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- G. **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

The Contractor herein IS / IS NOT a Business Associate under HIPAA per Section 22*:
*(circle one**)*

*Authorized signatory for the contractor
 abbreviation)*

Authorized signatory for (agency

(Typed name and title)

Rudolph E. Brooks, HIPAA Privacy Officer
(Typed name and title)

Date

Date

*** Department must make this determination before Contract is signed.*
Updated Contracts Unit 10/01/06

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