

Questions and Answers regarding the DCF
Behavioral Health Consultant for Individualized Services for Adolescents RFQ

Q1. Are community organizations eligible to submit responses to the RFQ?

A1. If by community organizations, you mean community providers, they are not eligible to apply. Only individuals or consulting firms who can assign a single individual should apply.

Q2. Will DCF consider more than one consultant—for example two to three individuals with skills and experience in different target areas to fulfill this role?

A2. Because we can't divide the content of the job duties, a team approach will not be considered.

Q3. Do we have to complete all affidavits published with the RFP? What is the intent of the Consulting Agreement Affidavit?

A3. Yes. The Consulting Agreement affidavit provides notice to the state if you have hired a consultant to help you win this award. If you haven't hired anyone to help you win a state contract, you still must sign the affidavit; you may leave the space for listing the consultants hired blank or write Not Applicable in that space

REQUEST FOR QUALIFICATIONS



July 13, 2007

State of Connecticut
Department of Children and Families

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STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES
505 Hudson Street
Hartford, CT 06106

REQUEST FOR QUALIFICATIONS (RFQ)

PROGRAM TITLE Behavioral Health Consultant for Individualized Services for Adolescents

PROCUREMENT SCHEDULE	RFQ published	July 13, 2007
	Deadline for Questions	July 30, 2007
	Answered Questions posted on DCF Website	On or about August 10, 2007
	RFQ Application Deadline	August 15, 2007
	Contract Executed	On or about September 15, 2007

OVERVIEW and PURPOSE The Department of Children and Families (DCF/Department), as part of a settlement agreement in the *W.R., et al v. Connecticut Department of Children and Families* seeks an experienced clinical manager to consult to the Bureau of Behavioral Health and Medicine in developing and operationalizing child-specific community-based individualized service plans for adolescents who do not require placement in residential treatment facilities and/or have experienced multiple unsuccessful community-based placements . The Consultant will also coordinate both internal and external communication at the direct service and policy levels, develop and implement assessment tools, generate reports on effective strategies and continuing unmet needs, and guide the development of protocols for maintaining stability in community living for adolescents.

SOURCE of FUNDS The project is funded through State Agency funds through the Department of Children and Families, determined competitively and awarded through DCF. Funding is dependent upon dollars available to the Department.

PERIOD OF AWARD The contract will begin on or about September 15, 2007 and shall terminate on June 30, 2010, although continued funding is contingent upon contract performance and continued availability of funds to the Department.

AMOUNT AND TERMS OF AWARD The maximum salary level for this service shall be up to \$525,000 over three years with no more than \$175,000 spent per year.

ELIGIBLE APPLICANTS This position requires significant expertise in behavioral health program development and oversight, and substantial experience in developing the policies and procedures that support an individualized approach to service delivery. In particular this consultant will assist the Department in the development of transition planning and policy to help older adolescents prepare for adulthood through a combination of state and community supports. The successful candidate will be a seasoned clinical administrator with extensive knowledge of behavioral health approaches and services for adolescents and awareness of other Connecticut community resources for adolescents. Candidates must hold a clinical license.

DISPOSITION OF PROPOSALS The Department reserves the right to reject any and all submissions, 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. The Department reserves the right to

contract for all or any portion of the scope of work contained within this RFQ if it is determined that contracting for a portion of the work will best meet the needs of the Department.

RESTRICTIONS

Funds cannot be used to purchase or improve land, purchase, construct, or permanently improve any building or other facility or capital equipment. Funds may be used only as specified in this RFQ and cannot be used to supplant funds otherwise available.

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.

APPLICATION DEADLINE

All Respondents for funds under this RFQ are required to complete application forms provided and submit materials as required by the Department. The contact person (see below) must receive one (1) original and nine (9) copies of the application, **by 4pm on August 15, 2007** at the following DCF location:

505 Hudson Street
Hartford, CT 06106

Each copy must be complete, collated, and ready for reviewers.

Please note that faxed and electronic versions of the application will not be accepted. Also, no applications will be accepted for review after the due date and the time stated above.

TECHNICAL ASSISTANCE/BIDDERS' CONFERENCE

There will be no Technical Assistance/Bidders' Conference.

RFQ and SUBMISSION QUESTIONS

Questions regarding this RFQ and submission process will be responded to only through an electronic "Question and Answer." The DCF contact person must receive, **via email**, the questions no later than **4pm on July 30, 2007**. Questions received during this "Question and Answer Period" will not be responded to individually. All questions received within the designated time-period will be answered and posted on the DAS website on or about August 10, 2007. The DAS website is as follows: http://www.das.state.ct.us/Purchase/portal/Portal_Home.asp.

Questions that are not received via email within the designated time frame will not be answered.

CONTACT PERSON

NAME: Brian Mattiello
TITLE: Director of Strategic Initiatives and Organizational Development
Department of Children and Families
505 Hudson Street
PHONE/FAX: 860-723-7206/860-566-7947
EMAIL: brian.mattiello@ct.gov

SCOPE OF WORK

The consultant's duties are in part as follows:
1) assist the Department in establishing eligibility criteria for Individualized Services and an

- appropriate transition process for participation in the same;
- 2) identify best and promising practices for clinical services and other supportive services provided in group home settings, Emergency Mobile Psychiatric Services (EMPS) and Individualized Services and make recommendations for improvements to these programs;
 - 3) assist with the development of a broad array of Individualized Services for adolescents which are consistent with best and promising practices, ensure access, and promote stability in placements;
 - 4) provide a quarterly reports during the life of the contract on services provided in group home settings, as well as the EMPS and Individualized Services;
 - 5) assist the Department in the development of transition planning and policy to help older adolescents prepare for adulthood and, if appropriate, transition to services provided by DMR or DMHAS;
 - 6) assist in developing and implementing more user-friendly, effective practices, to encourage adolescents to report problems and concerns to DCF for assessment and appropriate action by the Department, and;
 - 7) oversee the provision of specific relief to individuals as part of a lawsuit settlement;
 - 8) assist the department in providing guidance to staff and providers on transition planning for adolescents aging out of care with the Department and in publicizing services available to adolescents.

PREPARING A RESPONSIVE SUBMISSION:

INSTRUCTIONS FOR COMPLETION

All submissions in response to this RFQ must conform to the following format requirements:

Page Limits	6 pages for Bidder's Qualifications; 1 page for each Letter of Reference, 3 pages total; and 2 pages per Resume submitted
Page Numbering	All pages must be numbered consecutively
Font Size	12 point
Font	Arial
Margins	1 inch all sides
Line Spacing	Double spaced

PROPOSAL FORMAT

The proposal shall be organized in the order of the headings below:

1. Cover Sheet
2. Bidder Qualifications
3. Letters of Reference
4. Resume(s)

Please note: Materials other than those defined above are not permitted.

SUBMISSION QUESTIONS AND REVIEW CRITERIA

Respondents must address the information contained under each heading below. The maximum number of points for each category is listed.

1. Bidder Qualifications 65 points

Please provide a description of:

- a. Respondent's business location and years in operation.
- b. Respondent's current range of services.

- c. Respondent's capacity to carry out the service(s) outlined in this guidance, including the experience and credentials as outlined above
- d. Proposed cost to provide the services articulated within this RFQ, including hourly rate for consultant

2. Letters of Reference 30 points

The Respondent must include three Letters of Reference. Please ensure that each Letter of Reference includes the following information:

- a. Client's Name
- b. Title
- c. Company Name
- d. Company Address
- e. Phone Number
- f. Length of the relationship
- g. Type of work performed
- h. Client satisfaction with timeliness, thoroughness and quality of work product(s) submitted

3. Resume(s) 5 points

Submit Respondent's resume, including clinical license type and number.

REVIEW PROCEDURE

A committee will review the submissions and make recommendations concerning the selection of a Respondent for funding. The final selection is at the discretion of the Commissioner of DCF in conjunction with Plaintiff's Counsel to the *W.R., et al v. Connecticut Department of Children and Families* lawsuit settlement.

Following the final selection, a contract will be negotiated and developed with the Respondent that details the services, budget, rate, and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

GENERAL PROPOSAL NOTICES AND REQUIREMENTS

A. Evaluation and Selection

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

B. Contract Execution

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

C. Applicant Debriefing

The Department will notify all applicants of any award issued by it as a result of this RFP. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of

their proposal by contacting the DCF Contact Person. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

D. Conditions

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

- 1) **Conformance with Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of State of Connecticut and the Federal Government.
- 2) **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded, as a result of this RFP is to be sole property of the Department unless stated otherwise in the RFP or contract.
- 3) **Timing Sequence:** Timing and sequence of events resulting from this RFP will ultimately be determined by the Department.
- 4) **Oral Agreement:** Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by a written agreement.
- 5) **Amending or Canceling Requests:** The Department reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Department and the State.
- 6) **Rejection for Default or Misrepresentation:** The Department reserves the right to reject the proposal of any applicant in default of any prior contract or for misrepresentation.
- 7) **Department's Clerical Errors in Award:** The Department reserves the right to correct inaccurate awards resulting from its clerical errors.
- 8) **Rejection of Qualified Proposals:** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 9) **Applicant Presentation of Supporting Evidence:** An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- 10) **Changes to Proposal:** No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the applicant's expense.
- 11) **Collusion:** By responding, the applicant implicitly states that they are submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the applicant's proposal preparation.

E. Proposal Preparation Expense

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

F. Incurring Costs

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

G. Freedom of Information

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

H. Gratuities and Gifts

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

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

In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

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

I. Disclosure of Consulting Agreements

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

J. Campaign Contribution(s)

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections

Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]"

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

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

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

Administrative Expectations

Please see Exhibit A to view the terms and conditions for contractors.

SEEC FORM 10
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Ban

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals. Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Receipt acknowledged: _____

(signature)

Print name: _____

_____ (date)

Title: _____

Company Name: _____

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

Click on the link to "State Contractor Contribution Ban"

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive 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, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or 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 who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

STATE OF CONNECTICUT

Consulting Agreement Affidavit

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

COVER SHEET

**Behavioral Health Consultant for Individualized Services
for Adolescents**

Request for Qualifications

Contact Person: _____

Firm/Company Name: _____

Address: _____

Contact Person Phone
& Fax: _____

Contact Person Email
Address: _____

EXHIBIT A

**TERMS AND CONDITIONS
CONTRACTS WITH INDIVIDUALS**

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.

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

3. 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.

4. 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, addresses, 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.

5. Evaluation

The contractor, including all other recipients of assistance under this contract, whether by subcontract or subgrant, 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 attached;
- 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.

6. Rights of Acknowledgment

The contractor shall acknowledge the Department's support in all public statement, 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.

7. Copyrights

The State of Connecticut retains sole ownership, including copyright privileges over any documents, reports, or other products of this contract.

8. Confidentiality

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

9. 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.

10. 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.

11. 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 causes whatsoever. Certificates of same are to filed with the agency prior to the performance of the services, if requested.

12. 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 which 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 noncompliance 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 may so enter.

13. **Special Conditions**

The award agrees to comply with any special conditions attached to this Agreement.

14. **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.

15. 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.

16. **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.

17. **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.

18. **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.

19. 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 is 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 19*:
(circle one**)

Authorized signatory for the contractor

Authorized signatory for (agency abbreviation)

(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