Windham Multidisciplinary Team
And Child Advocacy Center

REQUEST FOR PROPOSALS

August 8, 2008

State of Connecticut
Department of Children and Families
505 Hudson Street, Hartford, CT. 06106
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REQUEST FOR PROPOSALS (RFP)

I. PROGRAM TITLE
Windham Multidisciplinary Team and Child Advocacy Center

II. PROCUREMENT SCHEDULE
The following timeframes have been established by the Department of Children in Families, in partnership with representatives of the Windham Multidisciplinary Team for the implementation of this project:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Published</td>
<td>Friday, August 8, 2008</td>
</tr>
<tr>
<td>Non-mandatory TA/Bidder’s Conference</td>
<td>Wednesday, September 3, 2003 2:00 PM – 4:00 PM</td>
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<tr>
<td>Deadline for Receipt of Mandatory Letter of Intent</td>
<td>Friday, September 5, 2008 by 3:00 p.m.</td>
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<tr>
<td>Deadline for Submission of Post TA Questions</td>
<td>Friday, September 5, 2008 by 3:00 p.m.</td>
</tr>
<tr>
<td>Questions and Answers Posted to Website</td>
<td>On or about September 10, 2008</td>
</tr>
<tr>
<td>Deadline for Receipt of Applications</td>
<td>Monday, September 29, 2008 by 3:00 p.m.</td>
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III. SOURCE OF FUNDS
The services contained within this RFP will be funded by DCF based upon a competitive application process. This RFP will be supported by both state and federal funding. State funding is dependent upon appropriations from the Connecticut General Assembly.

IV. PERIOD OF AWARD
The funding period will be determined in conjunction with the awarded applicant(s), based upon the anticipated start of service.

V. AMOUNT AND TERMS OF AWARD
The final amount and terms of the award will be negotiated with the successful applicant, based on the actual contract start date. The maximum annualized funding available for this initiative is $75,000.

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

VII. ELIGIBILITY
Applications will be accepted from individuals and from any public, non-profit or private organization. The Applicant and any proposed subcontractors may not have a current licensing restriction or have been subject to Department of Children and Families 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. Organizations that hold contracts with DCF currently for a Multidisciplinary Team or Child Advocacy Center are not eligible to apply.

VIII. 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.

IX. GRANT APPLICATION DEADLINE
The contact person (see below) must receive one (1) original and seven (7) copies by Monday, September 29, 2008, no later than 3 p.m. eastern standard time at the following DCF location (See also “Application Instructions” section):

Judith Jordan
Director of Grants Development and Contract Management
DCF – 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 responses will not be accepted. Also, no responses will be accepted for review after the due date and the time stated above.

X. TECHNICAL ASSISTANCE/BIDDER’S CONFERENCE
A non-mandatory Technical Assistance//Bidder’s Conference is scheduled for:

Date: Wednesday, September 3, 2008 - Time: 2 PM - 4 PM
Location: Department of Children and Families, Third Floor Large Conference Room
322 Main Street, Willimantic, CT 06226
Directions: Go to http://www.ct.gov/dfc/cwp/view.asp?a=2565&Q=314330#phone
NOTE: Copies of the RFP will not be available at the Technical Assistance meeting. Applicants are asked to bring a copy of the RFP with them to the Technical Assistance for reference.

XI. LETTER OF INTENT & CONTACT PERSON
A non-binding Letter of Intent is required; 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 to and received by the contact person noted below by 3 p.m., eastern time, on Friday, September 5, 2008. Faxed copies or emailed copies of the Letter of Intent will be accepted.

Mary Ann Poinelli
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Phone: 860-550-6338 Fax: 860-566-7947 email: maryann.poinelli@ct.gov

Please notify the DCF contact person identified on the Letter of Intent form if, within 24 hours of your having e-mailed or faxed your Letter of Intent to DCF, you do not receive a confirmation of its receipt.

XII. QUESTIONS
Answers to questions about this RFP will be responded to only at the technical assistance meeting and through the prescribed electronic “Question and Answer” method and period. Subsequent questions regarding the RFP and its content must be received by 3:00 pm, Friday, September 5, 2008 via email directed to MaryAnn Poinelli. The Department will post responses to these questions on the Department of Administrative Services (DAS) website (Contracting Portal: www.das.state.ct.us) on or about September 10, 2008.

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 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 Contact Person via the Question and Answer process noted herein.

XIII. BACKGROUND

The Problem:
Child sexual abuse and serious physical abuse and neglect of children are both a social problem and a crime and must be treated as such. Child sexual abuse cases, particularly of young children, present a difficult challenge to investigators. The interviewing of young child victims and child sexual abuse offenders requires special skills and training which traditionally has not been readily available. As research has indicated that young
children are particularly suggestible, the issue of how child forensic interviews are conducted has become increasingly important. Child victims and non-offending parents often need prompt access to services geared to provide support and therapeutic intervention, which is a critical component of the community response.

The system of investigation and intervention for child abuse requires the efforts of professionals from various agencies and disciplines. When these efforts are not coordinated, the child victim is subject to a response that often fails to adequately protect, access to needed services may be delayed, or the prosecution of the perpetrator may be hindered.

**Multidisciplinary Investigation Teams:**
Child maltreatment is a community problem requiring community solutions. Connecticut currently funds 15 Multidisciplinary Teams (MDT) throughout the state to provide a coordinated interagency approach to enhance the investigation and management of child sexual abuse and serious physical abuse cases. To achieve this, MDTs facilitate meetings in which cases are presented for purposes of planning both the investigation of allegations of sexual abuse and serious physical abuse and the interventions required to support child victims and their families. MDTs have been legislated (C.G.S. Sec 17a-106a) and currently exist in almost every judicial district in the state.

In accordance with C.G.S. Section 17a-106a of the General Statutes, the Commissioner of DCF and the appropriate State’s Attorney may establish teams in each judicial district. The Governor’s Task Force on Justice for Abused Children is given the responsibility under this legislation to establish and modify standards to be observed by multidisciplinary teams; to review protocols of the multidisciplinary teams; to monitor and evaluate multidisciplinary teams; and to make recommendations for modification to the system of multidisciplinary teams. Multidisciplinary teams are evaluated every three years. The Windham MDT was evaluated July 2006.

This year, the Governor's Task Force on Justice for Abused Children updated the MDT standards in collaboration with DCF, forensic interviewers, team coordinators and others. Recently, the Standards for Connecticut MDTs and Best Practices for Multidisciplinary Investigations and Assessments were published and distribution has begun. Each team is expected to incorporate these standards into their practices and procedures. However it is important to note that over the years, individual teams have evolved to use some area-specific strategies and teams may operate in a manner that is somewhat specific to the communities in which they operate.

Multidisciplinary teams also develop and implement protocols and interagency agreements among the agencies involved in responding to cases of child abuse so that the roles and responsibilities of each are clear and understood. Coordinating the services of the agencies involved in this process helps reduce secondary trauma to the child victim by reducing the number of investigative interviews that child victims experience. Opportunities for sharing information in a multidisciplinary team maximize the potential for evidence collection and reduce duplication of effort. All members of a team gain a
broader perspective from the varying professional disciplines participating, which results in a more comprehensive understanding of the child victim and family. Better decisions can then be made by the agencies responsible. By tracking cases, team coordinators can identify when a case may be falling through the cracks and identify significant system problems. Multidisciplinary teams have promoted greater expertise through cross training and providing increased training opportunities to member agencies. Multidisciplinary teams provide a community response to the community problem of child abuse.

**Children's Advocacy Centers:**
Several of Connecticut's Multidisciplinary Investigation Teams have taken the additional steps to become Children’s Advocacy Centers (CACs). The Windham MDT holds an associate membership with the National Children's Alliance and is working toward becoming an accredited member as a Child Advocacy Center.

A Children’s Advocacy Center is a child-focused, facility-based program where professionals from many disciplines, including child protection, law enforcement, prosecution, forensic interviewing, mental health, medical and victim advocacy, work together as a team to make coordinated, well-informed decisions about the investigation, treatment, case management and prosecution of child abuse cases. CACs are designed to meet the unique needs of a community. The primary goal of all CACs is to ensure that children are not further victimized by the intervention systems designed to protect them.

This model incorporates a specially trained forensic interviewer (Finding Words/Cornerhouse) to conduct videotaped interviews of child sexual abuse victims in a child friendly, natural setting. Currently in Windham, the forensic interviewer is a representative of either DCF or law enforcement. Depending on who conducts the interview, it is observed by either DCF or law enforcement, as well as other members of the team and is designed to meet the needs of multiple systems. In Windham, peer reviews are conducted for all forensic interviewers. In addition, the non-offending parent is supported throughout the interview process and the Sexual Assault Crisis Center provides advocacy for families during the CAC interview and prepares children for exams.

This model, along with the other models, provides on-going case reviews following the initial investigation, tracking cases until closure. The CAC model provides multi-agency training initiatives that promote increased joint law enforcement/DCF investigations and a forum for trouble shooting.

CACs meet state requirements as well as national standards set by the National Children’s Alliance. The Governor’s Task Force supports the CAC model as the preferred practice in Connecticut if an MDT can develop to this level.

The Windham MDT and CAC have a MDT/CAC Advisory Board that is comprised of designated representatives from the MDT. This board is responsible to monitor the
activities of, and provide guidance to, the team and supervises the MDT Coordinator (in collaboration with the Contractor).

**Through a collaborative effort, MDTs and CACs strive to accomplish the following goals:**

- Ensure that prompt and appropriate actions are taken to assure the safety of the child victims,
- Reduce the trauma of victimization for the child,
- Minimize the number of required interviews for the child victim,
- Facilitate recommended medical and mental health services,
- Coordinate efforts in order to eliminate duplication of services,
- Increase the likelihood of successful prosecution of offenders,
- Provide support for non-offending parents in order to enhance their ability to protect and care for their children, and
- Promote policies, practices and procedures that are culturally sensitive.

**XIV. DESCRIPTION OF INITIATIVE**

The contractor will facilitate the work of the Windham Multidisciplinary Team serving the towns of Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Windham, and Woodstock. It is the responsibility of the contracted agency to ensure that the MDT complies with the Department’s programmatic, fiscal and reporting requirements for MDTs.

The contractor will work with the Multidisciplinary Team to become an accredited member of the National Children's Alliance as a Child Advocacy Center.

The target population includes children and youth, ages birth through eighteen years of age, who are victims of serious physical, sexual abuse or serious neglect, and their families. This includes both child victims of intra-familial and extra-familial child sexual abuse.

**XV. SCOPE OF WORK**

A. The contractor will employ a coordinator for the Windham Multidisciplinary Team who will be responsible to fulfill the following tasks:

1. **Screen and Triage**
   - Screen and triage referrals to the MDT. The MDT has developed a process for screening, triaging, and prioritizing referrals

2. **Compile and Maintain Case Record/Information**
   - Elicit and compile case information for the purpose of case presentation and discussion, case-tracking and outcome assessment
   - Establish and maintain a case tracking system and quarterly statistical information
   - Prepare reports as requested by the Team and related agencies

3. **Schedule/Facilitate and Coordinate Team Meetings**
a. Facilitate the efficient exchange of information at Team meetings and coordinate investigative activities

b. Schedule and notify Team members of meetings to include sufficient identifying data for each case so that each member agency is given advanced notice of the cases to be reviewed

c. Prepare, maintain and update Team mailing lists for both e-mail and U.S. mail service (e-mail will be used only for non-case sensitive information and will contain no identifying data)

d. Maintain confidential records of each case referred and reviewed to ensure follow-up on agreed upon action

e. Collect data to evaluate the effectiveness of Team intervention

f. Ensure case-specific staff are informed of Team discussion and recommendations

g. Facilitate communication among Team members and other community entities as necessary for policy development

h. Attend statewide coordinators’ meetings, conferences and planning groups for the purpose of communicating the position of the Team and eliciting feedback

i. Facilitate the provision of services to children and families that are culturally and linguistically relevant

4. **Develop/Implement Policies/Procedures**

a. Identify, develop and implement appropriate policies and procedures for the Team

b. Facilitate bi-monthly meetings to review cases, identify broad issues that may require procedural changes, disseminate information to the community, and enhance the service delivery system. Coordinator will assure that all cases are reviewed as they navigate the system, offering support and advocacy to families and member agencies as appropriate.

5. **Identify Needs and Coordinate Training Activities**

a. Identify and facilitate training for members of the team

b. Assist in identifying needs and system gaps in service delivery to families in the community and recommend changes to improve community response

c. Provide consultation and/or facilitate training for members of the Team regarding child abuse issues.

6. **Community Outreach**

a. Educate the community regarding the MDT and recruit new team members as appropriate.

7. **CAC Accreditation**

a. The Coordinator will, in cooperation with the Windham Multidisciplinary Team, complete the application to the National Children's Alliance for CAC accreditation, ensuring that the required practices and protocols are in place and documented.

b. The Coordinator will, in cooperation with the Windham Multidisciplinary Team, organize and facilitate the site visit needed for CAC accreditation.

c. The Windham Multidisciplinary Team has targeted March 2010 as the date by which it will receive NCA accreditation.
B. The Contractor will facilitate and support the Multidisciplinary Team's incorporation of the requirements of State Statutes and Standards established for all Multidisciplinary Teams and strive to achieve Best Practice Guidelines that have been established and approved by the Governor’s Task Force on Justice for Abused Children.

C. The Contractor will facilitate and support the Multidisciplinary Team's ability to meet on a regular basis at times that are mutually agreeable and are accommodating to team members. Team meetings shall occur at least once monthly.

D. The Contractor will facilitate and support the Multidisciplinary Team's ability to assure that minimum attendance requirements are maintained. Team Members may arrange for alternates to attend and participate in team functions in their absence.

E. The Contractor will facilitate and support the Multidisciplinary Team's ability to assure its adherence to confidentiality as prescribed by state and federal law. The Coordinator will assure that all member and non-member attendees at Team meetings will be informed of confidentiality requirements.

F. The Contractor will allocate as outlined in their budget, money for training of the Coordinator and Team members to ensure all members of the team receive current and pertinent information to promote best practice standards.

G. As outlined in CGS Section 17a-106a(c) the Contractor will assure that the Multidisciplinary Team complies with the evaluation process and pursues recommendations as identified in the evaluation and approved by the Governor’s Task Force.

H. Per Connecticut's 2008 revised Standards for Multidisciplinary Teams, as approved by the Governor's Task Force on Justice for Abused Children, "The coordinator should be selected by a collaborative process of the team members in consultation with the funding agency." As such, it is expected that the hiring will consist of a majority of representatives from the Windham Multidisciplinary Team, with representation from the contracted agency.

I. The Contractor will provide detailed budget updates to the MDT on a monthly basis and include the MDT/CAC Advisory Board in both budget and contract development. The MDT/CAC Advisory Board must be a part of the budgeting process throughout the year.

J. The Contractor will support and facilitate the work of the Windham Multidisciplinary Team to complete the process to become an accredited member of the National Children's Alliance as a Child Advocacy Center. The Team has begun work on the application that must be submitted to the National Children's Alliance, which will be followed by a site visit.
The following standards must be met to become an accredited membership as a CAC in the National Children’s Alliance:

1. **Multidisciplinary Team** - A multidisciplinary team for response to child abuse allegations includes representation from the following: law enforcement, child protective services, prosecution, medical, mental health, victim advocacy and Children’s Advocacy Center.

2. **Cultural Competency and Diversity** - Culturally competent services are routinely made available to all CAC clients and coordinated with the multidisciplinary team response.

3. **Forensic Interviews** - Forensic interviews are conducted in a manner that is legally sound, of a neutral, fact finding nature, and are coordinated to avoid duplicative interviewing.

4. **Victim Support and Advocacy** - Victim support and advocacy services are routinely made available to all CAC clients and their non-offending family members as part of the multidisciplinary team response.

5. **Medical Evaluation** - Specialized medical evaluation and treatment services are routinely made available to all CAC clients and coordinated with the multidisciplinary team response.

6. **Mental Health** - Specialized trauma-focused mental health services, designed to meet the unique needs of the child and non-offending family members, are routinely made available as part of the multidisciplinary team response.

7. **Case Review** - A formal process in which multidisciplinary discussion and information sharing regarding the investigation, case status and services needed by the child and family is to occur on a routine basis.

8. **Case Tracking** - Children’s Advocacy Centers must develop and implement a system for monitoring case progress and tracking case outcomes for all MDT components.

9. **Organizational Capacity** - A designated legal entity responsible for program and fiscal operations has been established and implements basic sound administrative policies and procedures.

10. **Child Focused Setting** - The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members.

K. A representative of the Contracted agency may serve as an active member of the Windham Multidisciplinary Team.

**XVI. BUDGET & BUDGET NARRATIVE**

The submission of an annualized budget and budget narrative is required. Budgets must include any required staff positions and program components outlined in this RFP.

**XVII. PREPARING A RESPONSIVE APPLICATION**

Applicants should review the RFP in total to ensure that all required questions and response elements are adequately and sufficiently addressed. 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.

XVIII. APPLICATION QUESTIONS
The section below lists all the questions which Applicants must answer. These questions should be considered and answered within the context of all information contained in this RFP.

1. **Need:** (Point Value: 10)
   Describe your understanding of child sexual abuse, serious physical abuse and serious neglect within the targeted geographic area to be served, as well as a description of current gaps in the public/private system of response and strategies to improve a community response.

2. **Community Collaboration:** (Point Value: 10)
   Describe strategies to enhance community collaboration and response among multiple disciplines, including mental health, law enforcement, prosecution, medical and DCF staff.

3. **CAC Accreditation:** (Point Value: 10)
   Describe how you will support the work of the MDT in its application to become an accredited member of the National Children's Alliance as a Child Advocacy Center.

4. **MDT Coordinator:** (Point Value: 15)
   ▪ Describe how you will share the supervision of the MDT Coordinator with the MDT, balancing your role with that of the multidisciplinary team.
   ▪ Describe your assessment of the qualities/skills needed for the coordinator of the multidisciplinary team in your geographic location.

5. **Relationship to Multidisciplinary Team:** (Point Value: 15)
   Describe how your agency will support and facilitate the work of the multidisciplinary team with regard to MDT planning, decision making, allocation of resources (budgeting), etc.

6. **Bidder's Description:** (Point Value: 10) **Describe the following:**
   ▪ Applicant’s organizational capacity to serve as the fiduciary of a multidisciplinary team including resources, management, experience and structure.
   ▪ Applicant’s location, current service delivery catchment area and years in operation.
   ▪ Applicant’s mission, philosophy, vision, and current range of services.
   ▪ Applicant’s experience in working with MDTs

7. **Cultural Competence:** (Point Value: 10)
   Cultural competence refers to a system of policies, skills and attitudes that enable an agency or individual to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning and communication styles.
   ▪ Describe your plan to support and facilitate the work of the MDT to perform in a culturally competent manner.
- Describe the steps your agency has taken/will take to remove identified barriers in providing culturally competent services.

8. **Training Plan:** (Point Value: 5)
   Describe what you consider to be training priorities for both the MDT coordinator and members of your multidisciplinary team.

9. **Budget:** (Point Value: 15)
   Provide a cost effective, consolidated budget and budget narrative for this initiative. Describe the process by which the annual budget will be developed and monitored, including the role of the coordinator and the team.

XVI. **APPLICATION INSTRUCTIONS and REVIEW INFORMATION**

Submitted applications must conform to the following format requirements:

<table>
<thead>
<tr>
<th>Page Limit</th>
<th>20 (excludes Cover Sheet, Table of Contents, Budget, Budget Narrative, and Appendices)</th>
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<tbody>
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<td>Font Size</td>
<td>12 pt</td>
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<tr>
<td>Font Type</td>
<td>Times New Roman</td>
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<tr>
<td>Paper</td>
<td>8.5 x 11 inches (portrait orientation)</td>
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<td>Margins</td>
<td>1 inch all sides</td>
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<td>Line Spacing</td>
<td>1.5</td>
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<td>Copies</td>
<td>1 original plus 7 copies</td>
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A. **APPLICATION FORMAT**

Applications should be packaged with the information in the order as follows: (not in binders, please)

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

Please ensure that all pages are numbered.
B. APPENDICES

The following appendices must be included with the proposal:

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
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<tbody>
<tr>
<td>Appendix 1</td>
<td>Organizational Structure/Chart</td>
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<tr>
<td>Appendix 2</td>
<td>Resumes of Key Staff</td>
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<tr>
<td>Appendix 3</td>
<td>Board of Directors (annotated with race/ethnicity, gender and town of residence)</td>
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<tr>
<td>Appendix 4</td>
<td>Subcontractor Profile Form(s)</td>
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<td>Appendix 5</td>
<td>Notification to Bidders Form** (Bidder’s CHRO Compliance Package)</td>
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<td>Appendix 6</td>
<td>Evidence of Nondiscrimination Form and Applicable Evidence material* (Bidder’s CHRO Compliance Package)</td>
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<tr>
<td>Appendix 7</td>
<td>Employment Information Form* (Bidder’s CHRO Compliance Package)</td>
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<td>Appendix 8</td>
<td>Consulting Agreement Affidavit*</td>
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<tr>
<td>Appendix 9</td>
<td>Provide three letters of reference. Letters should speak to the applicant’s ability to provide services such as those required in this RFP. In addition, references should include the name of the individual, organizational affiliation, phone number, e-mail address and a brief description of his/her experience with you/your organization conducting these services.</td>
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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 are to include the above identified properly executed forms, materials and affidavits. Applications lacking these documents may be rejected from review and award consideration.

C. REVIEW PROCEDURE

The Department is under no obligation to award the contract to the application with the highest scores or, for example, the proposals offering to provide the service at a lower cost than other applicants. The review panel may use numerical point measures as a guide, but these measures are not binding on the review panel. The review panel may elect to interview a select number of applicants. The recommendations of the review panel are based on a wide range of considerations and are not limited to point weight score or the relative costs of the proposals. The goal of the Department is to procure the highest quality services in the most fiscally responsible way. The review panel’s recommendation will be presented to the DCF Commissioner who will make the final decision.

Following the final selection, a contract will be negotiated and developed with the applicant(s) that details the services, budget, rate, performance based criteria and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.
D. REVIEW CRITERIA

Bidder Qualifications
- Applicant has provided an overview that demonstrates their capacity to successfully provide the proposed service.
- This overview supports the applicant’s ability to successfully administer the proposal set forth in the RFP.
- The Applicant has complied with all technical aspects of the RFP, including providing clear and complete responses to all questions.

Program Specific
- The Applicant has identified specific details for how they will provide each element of the requirements iterated in the RFP and that these plans support the successful provision of the identified service.
- The Applicant has demonstrated the ability and qualifications to serve as fiduciary, ensuring that all programmatic, fiscal and reporting requirements of the Department for the MDT’s are met.
- The applicant has demonstrated a thorough understanding of child sexual abuse, serious physical abuse and serious neglect, as well as the communities to be served.
- The applicant has demonstrated an understanding of, and prior experience working with, MDTs and CACs. The Applicant has demonstrated the ability to work cooperatively with the Department and other community agencies in the administration of this contract.

Budget
- The Applicant’s budget narrative provides ample information with which to assess the budget.
- The Applicant’s budget total is within the parameters outlined within the RFP.
- The Applicant’s proposed budget is reasonable and cost effective.
- The Applicant has described the process by which the annual budget will be developed and monitored in cooperation with the MDT.
XX. APPLICATION BUDGET FORMS AND INSTRUCTIONS

Contractor: _________________________________

CATEGORIES

A. Personnel

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Name</th>
<th>Project role or activity</th>
<th>FTE</th>
<th>Salary Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Interviewer</td>
<td>Sue Smart</td>
<td>Conduct focus groups</td>
<td>.1</td>
<td>$5000</td>
</tr>
</tbody>
</table>

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 $. 485/mile

Travel subtotal =

D. Supplies

Supplies subtotal =

E. Equipment

Equipment subtotal =

F. Contractual Costs Include name of subcontractor, hourly rate and number of hours

Contractual subtotal =

Total Direct Charges (sum of A-F)

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
XXI. COVER SHEET

Windham Multidisciplinary Team and Child Advocacy Center
Request for Proposals

Name of Agency: ____________________________________________

Address: __________________________________________________

Application Contact Person: __________________________________

Contact Person Phone & Fax: __________________________________

Contact Person Email Address: ________________________________
XXII. LETTER OF INTENT

(NON-BINDING)

Date: _____________________________

This is to advise you that our agency is planning to apply for funding in response to the 
RFP entitled: Windham Multidisciplinary Team and Child Advocacy Center

AGENCY NAME: 

FEIN: 

AGENCY ADDRESS: 

AGENCY CONTACT: 

POSITION/TITLE: 

TELEPHONE NUMBER: 

FAX NUMBER: 

EMAIL ADDRESS: 

Letter of Intent must be received by Friday, September 5, 2008 at 3:00 p.m.,
by the following person:

Mary Ann Poinelli
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Fax: 860. 566.7947
E-mail: maryann.poinelli@ct.gov
# DCF SUBCONTRACTOR PROFILE

*(COMPLETE FOR EACH SUBCONTRACTOR)*

<table>
<thead>
<tr>
<th>Legal Name of Agency:</th>
<th>FEIN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**Amount of Subcontract:**

**BRIEF DESCRIPTION OF SERVICES PROVIDED BY THE AGENCY**

**DESCRIPTION OF SERVICES TO BE PROVIDED RELATED TO THE SERVICE/PROG**
XXIII. 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.

The CHRO Package should be accessed from the DCF Internet site

Administrative Expectations

Please see Exhibit A to view the terms and conditions for DCF funded contractors. Standard State of Connecticut contract requirements are available at the following Office of Policy and Management website:
http://www.opm.state.ct.us/finance/pos_project/contract.htm
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
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
</tbody>
</table>

Description of Services Provided: ___________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Is the consultant a former State employee or former public official? □ YES □ NO

If YES: ___________________________________  __________________________

Name of Former State Agency  Termination Date of Employment

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

___________________________________ ___________________
Printed Name of Bidder or Vendor  Signature of Chief Official or Individual  Date

___________________________________
Printed Name (of above)  Awarding State Agency

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

___________________________________
Commissioner of the Superior Court or Notary Public

DEPARTMENT OF CHILDREN AND FAMILIES
D. Department Specific Provisions

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

1. **Quality Assurance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program. The Contractor shall develop, implement and maintain a written quality improvement plan that at minimum includes steps to prevent, identify and/or correct problems that affect the services provided under this contract. The performance of each Contractor shall be reviewed and evaluated periodically by persons designated by the Department of Children and Families. Such reviews and evaluations may be performed by examination of quality improvement plans, documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.

2. **Notification of Changes in Key Personnel:** Contractor shall immediately notify the Director, Division of Contract Management of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Fiscal Officer, Medical Director, and program directors of Department funded programs.

3. **Treatment Planning Conference and Administrative Case Review:** The Contractor will actively participate in the Department Treatment Planning Conference (TPC) and Administrative Case Review (ACR) process.

4. **Financial Penalties for Failure to Participate in Treatment Planning Conference (TPC) or Administrative Case Review (ACR):** The Department may impose a financial penalty on the Contractor if the Contractor, following receipt of DCF notification, fails to participate in the Department’s Treatment Planning Conference or Administrative Case Review Process. Participation may include the following activities: submission, prior to the ACR, of a written treatment plan summary; telephonic consultation/participation during the ACR; direct participation at the ACR. Such penalties shall not exceed $1,000 per occurrence and may, at the discretion of the Department, be withheld from payments to the Contractor. The Contractor will be notified in writing of the Department's intent to impose this fine and may appeal the imposition of the fine. The Contractor must document that notice of the conference date was inadequate to allow participation.

5. **Federal Fund Requirements:** Any Contractor who receives any federal funds through the Department must comply with the following:

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

   Contractor certifies and agrees that:

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

   2. The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:

      1. The awarding of any federal contract;
      2. The making of any federal grant;
      3. The making of any federal loan;
4. The entering into of any cooperative agreement;

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

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

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

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

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

6. Community Mental Health Services Block Grant The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity.

7. Specified Reports: The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the service taxonomy format(s) as required by the Department.

A. The Contractor further agrees to provide any other reports concerning contracted services that the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.

B. Required reports will be used for purposes including, but not limited to, determination of the Contractor’s compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. 17a-55, and such other routine information as may be required by the Department.

8. Annual Audit: No later than six months after the close of the Contractor’s fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The annual audited financial statements must provide information about income and expenses for each program regardless of funding source, and identify Department funds for each program. The Department reserves the right to receive a copy of any audit for related parties under common control. Where the Contractor’s fiscal year end does not coincide with the state fiscal year end (June 30), the annual audited financial statements must include a statement that shows the breakdown of expenditures for each Department-funded program or service type, for the Contractor’s fiscal year. This schedule of expenditures by contract year must be filed at the same time as the audit report. Additional audits may be performed by the Department (in accordance with Conn. Gen. Stat. Sec. 4-234) as it deems necessary. The Contractor shall provide all financial records upon request or within a timeframe acceptable to the Department.
Department. Failure to comply may, at the Department’s discretion, result in penalties to the Contractor including, but not limited to, reduced funding, delay in payments, and license enforcement action.

9. **Third Party Beneficiary:** This Agreement is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.

10. **Grievance Procedures:** The Contractor shall develop and maintain a formal grievance procedure, acceptable to the Department, in order to address the complaints of persons requesting or receiving services under this contract.

11. **Cultural Competence**
   A. The Contractor shall administer, manage and deliver a culturally responsive and competent program. This shall, at a minimum, be evidenced by equity and parity in access to services, consumer satisfaction, and outcomes for clients served, regardless of race, ethnicity, language, religion, gender, sexual orientation, economic status and/or disability. Policies, practices and quality improvement activities shall be informed by the needs and demographics of the community served or to be served by the program. The Contractor shall include access, consumer satisfaction and outcomes as elements of its program review and monitoring.

   B. The Contractor shall recruit, hire and retain a professional and paraprofessional staff that is culturally and linguistically diverse. The Contractor may be required to participate in individual and/or group technical assistance from DCF’s Office of Multicultural Affairs and/or Office of Affirmative Action to promote and support diversity of its staff. Staff development to support cross-cultural competency shall occur both pre- and in-service. Furthermore, as a means to facilitate culturally competent service delivery, issues of diversity and multiculturalism shall be included in treatment/service planning, discharge planning, case reviews, grand rounds, analysis and review of program data, and staff supervision.

12. **Board Composition:** The Contractor agrees to ensure that the Board of Directors shall include community, family, and professional participation and, whenever possible, the participation of people who use the services of the organization. The Contractor further commits to maintaining or creating through its appointments a Board of Director whose composition will reflect the racial and ethnic background of the children and families to be served by this contract. The Contractor shall provide the Department with a list of current Board Members, indicating gender, race, ethnicity, town of residence, role and title on the board and the term expiration date of each member.

13. **Licensing Compliance:** As applicable, the Contractor will ensure that the Contractor and their subcontractors(s) are licensed by the Department of Children and Families and are not subject to licensing restrictions.

14. **Program Closure and Transition:** In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor’s obligations to facilitate such transfer; and such other issues as are pertinent to the specific situation.
15. **Pre-Employment Screening:** All candidates for employment, including volunteers and interns, shall be screened for criminal record history, protective services history and shall have a recent physical examination including tuberculosis screening. The results of these screenings shall be filed confidentially in the individual’s personnel record. The procedures pertaining to a criminal history and child protection history are as follows:

A. The Contractor shall:

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

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

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

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

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

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

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

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

17. **Approval for Programmatic Changes:** The Contractor must request and receive written approval from the Bureau of the Department that oversees the contracted service prior to implementing changes in the program model, target population or program capacity. Such changes may also require a contract amendment be executed prior to implementation.

18. **Notifications:** The Contractor agrees to develop and institute written protocols to assure the timely notification of police, emergency medical services, family members, DCF, Hotline staff, and other
community providers as appropriate in the event of an emergency, injury, significant event or critical incident.

19. **Emergency Safety Interventions (ESI):** The Contractor agrees to develop and institute policy, consistent with state and federal requirements, regarding the utilization of emergency safety interventions. The following core elements will be addressed:
   - Vision statement
   - Therapeutic philosophy
   - Integration of ESI within the therapeutic milieu
   - Training curriculum to be utilized
   - Training including competency review
   - Authorization to institute an emergency safety intervention
   - Impact of medical condition; safety assessment
   - Post-intervention process/debriefing
   - Notification
   - Internal quality improvement process

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

20. **Investigations:** The Contractor agrees to cooperate fully with any protective services investigation involving children, youth or staff members. The Contractor will develop and implement policy addressing administrative leave procedures for staff identified in a protective services or criminal investigation.

21. **Access to Premises:** The Commissioner or designee shall have access to the premises and all documents and records related to the services identified in the contract, at any reasonable time as deemed necessary. In addition, the Commissioner or designee shall be permitted to review the records of and speak to any child or youth receiving the services identified in this contract. In cases of suspected abuse or neglect or emergency conditions affecting the health, safety or well being of any child or youth, the Department shall have unrestricted access at any time. Facility inspectors operating within the scope of their licensing functions shall have unrestricted access at any time.

22. **Court Appearances:** The Contractor agrees to make available appropriate personnel to appear in court for the purpose of testifying to facts surrounding a client or provider’s involvement in services covered by this contract. When necessary, the Contractor will provide a written summary in preparation for a juvenile court hearing.

23. **Community Collaboratives and Managed Service System:** The Contractor agrees to full and active participation in the Local System of Care/Community Collaborative(s) and Managed Service System(s) operating within the geographic area for this service. If this Contractor provides services in a geographic area with multiple Community Collaboratives and Managed Service Systems, the Contractor will at minimum assure that all Collaboratives and Managed Service Systems within their catchment area are fully aware of this Contractor’s status as a part of the network of available services. When requested by the family and Care Coordinator, the Contractor will participate on the Child Specific Teams for children involved in their programs.

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

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

1. Contracted funds may not be expended prior to the starting date of the contract or beyond the ending date of the contract. The Contractor agrees to follow the State of Connecticut Office of Policy and Management Cost Standards in the preparation of all budgets and reports to the Department. Department grant funding may only be spent on items that are allowable under the standards; however, an item that is allowable based on the standards may be disallowed in the initial or revised budgets or reports if it is deemed not appropriate for the program to which it is assigned.

2. **Fiscal Reports:**

   A. **Interim Fiscal Report:** The Contractor shall annually submit an interim fiscal report no later than March 31 for contracts written on a state fiscal year and on June 30 for contracts written on a federal fiscal year. The interim fiscal report shall be in the form prescribed by the Department, shall be prepared on an accrual basis and shall report the actual income and expenditures for each funded program for the period July 1 through February 28 (or February 29 during leap year) for contracts written on a state fiscal year. For contracts written on a federal fiscal year, the reporting period is October 1 through May 31. Such reports shall identify staff by name and position.

   If so required by Paragraph 5 C below, the Contractor shall submit to the Department budget revision requests for variances identified through the interim fiscal report no later than March 31 for contracts written on a state fiscal year and no later than June 30 for contracts written on a federal fiscal year. The Contractor shall comply with Department requirements as to the form and content of these submissions.

   B. **Annual Financial Report:** The Contractor shall submit an annual financial report no later than September 30 for contracts written on a state fiscal year and no later than December 31 for contracts written on a federal fiscal year. The annual financial report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each Department-funded program for the period July 1 through June 30 for contracts written on a state fiscal year and for the period October 1 through September 30 for contracts written on a federal fiscal year. The annual financial report shall agree with the Contractor’s internal financial records and the Schedule of Expenditures included in the Single Audit submission or to the annual audited financial statements, as applicable.

   If so required by Section E., Paragraph 5 C. below, the Contractor shall submit to the Department final year end budget revision requests for the period March 1 through June 30 no later than September 30. The Contractor shall comply with Department requirements as to the form and content of these submissions.

3. **Sub-contracts.** The Contractor shall submit for approval any and all subcontract agreements with each budget submission for all DCF programs.

4. **Payments**

   A. The amount of this contract, $______________, represents the maximum amount payable by the Department to the Contractor for providing the services described in Scope of Service documents of this contract. The Contractor agrees to abide by the attached consolidated budget, unless otherwise granted written permission for variance as allowed by the terms of this contract.

   B. **Initial Payment.** An initial contract payment of state funds representing three months in the amount
of one-fourth (1/4) of the total annual state funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the availability of funding to the Department and contingent upon the full execution of this agreement.

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

C. Subsequent payments: In the second and third quarters of the state fiscal year, payments, each representing three months in the amount of one-fourth (1/4) of the total contract amount, will be authorized by the Department contingent upon the availability of funding. Either of these payments may, at the Department’s discretion, be withheld in whole or in part pending receipt of the Annual Financial Report.

D. Final Payment. The final payment representing three months in the amount of one-fourth (1/4) of the total contract amount will be made following receipt and review of the Interim Fiscal Report and contingent upon funds availability. This payment may, at the Department’s discretion, be withheld in whole or in part pending receipt of the Interim Financial Report.

E. When the Department’s review of the Contractor’s financial reports or on-site examination of the Contractor’s financial records indicates that under expenditure or under utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days’ written notification to the Contractor. Payment adjustments may be made for the following:

1. utilization;
2. receipt and approval of required reports within the time frames established by the Department;
3. actual expenditures reflecting a reduction in projected total annual expenditures; or
4. offset of any unallowable expenditures or unexpended funds owed from a prior award or a previously terminated contract.

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

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

1. Line item expenses within Department-funded program cost centers up to 5% of each line item or $5,000, whichever is greater;
2. Individual salary variances within Department-funded program cost centers up to 10% or $3,500, whichever is greater.

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

   C. The Contractor may request approval from the Department to exceed the above-stated limits for variances, provided that request is submitted on the appropriate Budget Revision forms, with the eight month financial report for requests concerning the first eight months of the budget period and with the year end report for requests concerning the last four months of the budget period.
D. Variances that exceed the allowable limits specified herein and that do not have a Department-approved budget revision will be treated as disallowed expenses and may, at the Department’s discretion, be required to be returned to the Department.

E. The Contractor may assign unused funds received in the fiscal year for one program to another program when both programs are funded from the same State Special Identification Number (SID) in the same fiscal year. The Contractor must submit a budget revision for each program to effect this change.

6. Unexpended Funds:

A. Whenever the Department determines from its review of the Contractor’s audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total allowable expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.

B. Unexpended funds shall be identified by and returned to the Department in the following manner: Funds paid to the Contractor shall be identified by the Department’s “Special Identification Number” (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the “Schedule of Expenditures of Financial Assistance” and/or “Schedule of Expenditures of Federal Financial Assistance” or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor’s final Annual Financial Report to determine any unexpended funds. If payments made by the Department exceed the expenses reported, the Department may recoup such payments by (a) offsetting a future contract payment by the amount of the unexpended funds calculated by the Department or (b) requesting payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future contract payments an amount equal to any such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice. The Department may, at its discretion, implement a repayment or recoupment plan that spreads out the repayment or recoupment over a timeframe mutually agreeable to the Contractor and the Department.

C. The Contractor may request permission from the Department to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request: (1) is made to the Department in writing; (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward; (3) includes an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount; (4) clearly explains why the Contractor has not fully expended payments made by the Department under this contract; (5) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and (6) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor’s governing authority. Carry forward requests for Federal funds must be received by the Department no later than September 1. Upon determination by the Department that the Contractor has performed in accordance with the terms and conditions of the contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, the Department may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section A of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the
unexpended federal funds were originally accrued.

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

D. If the Department is the only source of public grant funding for a program and that program generates additional revenue above the amount of approved allowable expenses, the Contractor may exhaust the Department's funding first before spending the other program revenue. At the end of the fiscal year, the Contractor may retain any surplus funds remaining after all the Department's funding has been expended in the program. If total program expenses are less than the Department’s funding received for that program, the Contractor must return the difference between the expenses and the Department’s funding to the Department unless approval has been received under 6C...

E. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this contract be designated for a special or future use within the next fiscal year provided that such request: (1) is made to the Department in writing in advance of such use; (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses; (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, the Department, funds so designated shall not be deemed unexpended funds and shall not be subject to section A of this provision. In such case, the Contractor must submit a reconciliation of unexpended funds to show the approved exception. This reconciliation must be submitted with the Contractor's Single Audit or annual audited financial statements, as applicable.

F. Absent specific prior written approval from the Department under paragraph(s) 6C, 6D, or 6E. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by the Department to be unexpended funds and all such funds shall be subject to paragraph 6B of this provision.

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

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

A. Contractor shall obtain the prior approval of the Department either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.

B. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.

C. Contractor shall maintain an inventory of all equipment purchased with Department funds, using a form and format acceptable to the Department.

D. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.
E. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.

F. If Department funding to the Contractor is terminated or not renewed, the Department will determine the manner of the disposition of all equipment purchased in full or in part with Department funds by: (1) permitting the Contractor to retain and use the property; (2) allowing the Contractor to sell the equipment and return the proceeds to the Department, minus an agreed upon amount to compensate for the costs of selling the property; or (3) returning the equipment to the Department.

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

1. **Reporting Requirements:** The Contractor shall supply all applicable reports required by the Department.

2. **Fiscal Reports:** Residential providers shall submit Single Cost reports in accordance with the regulations of Connecticut state agencies Section 17a-17-1 through 17a-17-16.

3. **Payments:** The Department agrees to pay the Contractor according to the terms of compensation and payment stated in the Scope of Service documents of this contract. The Department may, at its discretion, withhold payments pending receipt and approval of required reports within the time frames established by the Department or to offset of any unallowable expenditures or unexpended funds owed from a prior award or a previously terminated contract.