# TRANSITIONAL THERAPEUTIC GROUP HOMES FOR ADOLESCENT GIRLS WITH JUVENILE SERVICES INVOLVEMENT

## REQUEST FOR QUALIFICATION



January 25, 2008
State of Connecticut
Department of Children and Families

### TABLE OF CONTENTS

PROGRAM TITLE	5
OVERVIEW	5
SOURCE of FUNDS	5
TRANSITIONAL THERAPUTIC GROUP HOMES - PURPOSE AND GOALS	6
PERIOD OF AWARD	7
AMOUNT AND TERMS OF AWARD	8
DISPOSITION OF PROPOSALS	8
SPECIAL REQUIREMENTS	8
ELIGIBILITY	8
INSURANCE	9
AFFIRMATIVE ACTION	9
GRANT APPLICATION DEADLINE	9
TECHNICAL ASSISTANCE / MANDATORY BIDDERS CONFERENCE	10
LETTER OF INTENT & CONTACT PERSON	10
QUESTIONS	10
BACKGROUND	8
TRANSITIONAL THERAPEUTIC GROUP HOMES - POPULATION AND	
PROGRAM DESCRIPTION	10
TRANSITIONAL THERAPEUTIC GROUP HOME - TRAUMA-INFORMED	
MODEL/REQUIREMENTS	10
STAFFING PLAN REQUIREMENTS	11
LINKAGES AND CONTACTS	12
ACCESS AND REFERRAL PROCESSING	13
LENGTH OF SERVICE	13
OPERATING HOURS	13

DAILY PROGRAMMING	14
TRANSPORTATION	14
MODEL OF CARE	14
CLINICAL SERVICES	14
SERVICE SATISFACTION	15
GOALS	15
OBJECTIVES AND PROPOSED PERFORMANCE MEASURES AND OUTCOMES	15
FAMILY INVOLVEMENTTRANSITION PLAN TO COMMUNITY	16
MULTI-CULTURALLY AND LINGUISTICALLY COMPETENT CARE	16
VISITATION	17
PRE-EMPLOYMENT SCREENING	17
STAFFING MODEL	17
STAFF SUPERVISION	17
PRE & IN-SERVICE TRAINING	17
DATA REPORTING	18
SITING	19
LICENSURE & CERTIFICATE OF NEED	19
REVENUE MAXIMIZATION	19
BUDGET & BUDGET NARRATIVE	19
POLICY AND PROCEDURE	20
PREPARING A RESPONSIVE APPLICATON	21
APPLICATION QUESTIONS	21
APPLICATION INSTRUCTIONS AND REVIEW INFORMATION	24
APPENDICES	24
REVIEW CONTEXT	25

l	REVIEW PROCEDURE	. 26
(	GENERAL PROPOSAL NOTICES AND REQUIREMENTS	. 26
ſ	MODEL/SAMPLE BUDGETS	. 32
I	BUDGET TEMPLATE	. 34
	SUBCONTRACTOR OR PROFILE	. 31
(	COVER SHEET	. 32
I	LETTER OF INTENT	. 33
(	CONSULTING AGREEMENT AFFIDAVIT	. 35

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

#### REQUEST FOR QUALIFICATIONS (RFQ)

#### PROGRAM TITLE

Transitional Therapeutic Group Home for Adolescent Females with Juvenile Services Involvement (TTGH)

#### **OVERVIEW**

The Department of Children and Families (DCF/Department) is seeking to pre-qualify providers in anticipation of potential funding for community-based Transitional Therapeutic Group Homes for adolescent females on juvenile parole, including youth who may have required psychiatric hospitalizations, are at increased risk for psychiatric hospitalizations, or require clinical services of different intensities in a small structured setting. These youth will be primarily 14-17, secondary to parole commitment age limitations. However, some youth may elect to continue in the group home placement as voluntary DCF clients after their parole commitment expires. These adolescent females will present with a combination of the following:

- Histories of trauma (e.g., physical abuse; sexual abuse; emotional abuse; exposure to domestic violence);
- Primary psychiatric disorders (e.g., affective disorders; psychotic disorders; trauma disorders; behavior disorders; substance use disorders; neurocognitive disorders);
- Significant externalized behaviors (e.g., verbal and physical aggression; runaways; crimes against property);
- Educational differences (due to e.g., school avoidance; learning problems; behavior problems; inadequate services)

An overarching service model has been created that will be utilized for all the homes. The guiding model is intended to be trauma-informed, relational, and gender sensitive as well as culturally competent. The resulting staffing model and budget have been proffered by the Department and are included within this RFQ (please see respective sections). Applicants will need to address their ability to work within the established model, staffing and budget parameters and congruence with these will be considered in the selection process.

Providers who respond to this RFQ may be selected to begin negotiations on implementing a group home from March 31, 2008 through June 30, 2009. The Department is attempting to identify a pool of providers that will be selected in an on-going as-needed basis.

#### SOURCE OF FUNDS

The services contained within this RFQ would be funded by state dollars contingent upon the availability of funds appropriated to be awarded to DCF based upon a competitive application process. At the time of issuance of the RFQ, two six-bed Transitional Therapeutic Group Homes (TTGH) have been approved for funding. The Department anticipates that funding for additional homes may become available; however, funding is dependent upon appropriations available to the Department.

#### PROCUREMENT SCHEDULE

RFQ Published	January 25, 2008
Technical Assistance (TA)/Bidder's Conference	February 5, 2008
Deadline for Receipt of Letter of Intent	February 8, 2008
Deadline for Submission of Additional Questions	February 8, 2008
Questions and Answers Posted to Website	Approximately February 15, 2008
Deadline for Receipt of Proposals	March 14, 2008

#### TRANSITIONAL THERAPEUTIC GROUP HOMES FOR GIRLS WITH JUVENILE SERVICES INVOLVEMENT

#### PURPOSE and GOALS

During the past several years, the Department has developed a network of therapeutic group homes to provide community living opportunities for children and adolescents with significant behavioral health issues. The "Plan for a Continuum of Community Based Services for Adolescent Female Status Offenders and Delinquents" was developed in response to a legislative mandate requiring DCF to produce a plan for a continuum of community based services to prevent placement in physically secure facilities of female status offenders and delinquent girls. The plan provides for the development of trauma-informed, gender sensitive group homes for adolescent females.

The adolescent females who will be referred to these homes will be on juvenile parole and come primarily from inand out-of-state residential treatment centers. Some may come directly from detention or from psychiatric hospitals as well.

It is the presumption of the Department that virtually all of these girls will be transitioning home to their families, with an anticipated length of stay at the group home of approximately six months. The focus of the work will be on preparing both the girls and their families for this transition. Therefore, intensive family work will be at the core of every girl's treatment. Each girl will have a highly individualized treatment plan that must address the girl's particular areas for development within this targeted period of time. That is, goals must be short-term, operationalized, realistic, and geared toward the particular behaviors and symptoms that historically may have been barriers to the youth being previously successful in her family, school, and/or community setting.

As with all of the therapeutic group homes, the transitional therapeutic group homes are required to operate within a model that is trauma informed, relational, gender-sensitive, and culturally competent. Functionally, it is expected that the programs will engage the girls actively in community activities (educational, vocational, recreational, volunteer) toward their relatively rapid goal of a return to family settings.

As noted above, Transitional Therapeutic Group Homes are community-based programs intended to serve adolescent females who are on juvenile parole and who may have required psychiatric hospitalizations, are at increased risk for psychiatric hospitalization and require intense clinical serves in a small structured setting as they transition from more structured settings (such as residential treatment centers) back to their family settings. A Transitional Therapeutic Group Home is a structured home-like setting with staffing, clinical services and therapeutic support and guidance offered 24/7. It provides an intensive clinical treatment program in a home-like environment that creates a physically, emotionally, and psychologically safe milieu for adolescents with complex behavioral health care needs. A community-based Transitional Therapeutic Group Home should be indistinguishable from other homes in the neighborhood.

Goals unique to the Transitional Therapeutic Group Homes:

- Expanding the continuum of care for adolescent girls on parole with behavioral health needs to increase the likelihood of success upon their return home;
- Providing a step-down setting between highly restrictive treatment settings (e.g., residential treatment centers; hospitals) and home where these girls can continue to address their behavioral health symptoms, do intensive family work, address particular problem areas, and gradually transition back to their family homes:
- Allowing an opportunity to strengthen family relationships and to identify and address risk issues prior to full reunification as well as identifying and enhancing the strengths that will mitigate these risks;
- Assisting both the adolescent girls and their families to gain the knowledge base to locate necessary resources in the community for whatever particular needs they may have in the future, once the return is manifested and Department services are no longer involved.

#### PERIOD OF AWARD

The funding period will be determined in conjunction with the awarded applicant(s) based upon the anticipated start of the service. It is expected that at least a 12-month contract would be executed. Continued funding will be contingent upon performance of the awarded RFQ applicant and the continued appropriation and availability of funds to the Department.

#### AMOUNT AND TERMS OF AWARD

Funding for this program will be through grant funds. Funding for a six-bed Transitional Therapeutic Group Home for Adolescent Girls with Juvenile Justice Involvement is currently budgeted at \$998,070.

The exact funding for each home will depend on the point during the fiscal year the home becomes operational; legislative actions that impact funding, and, occasionally individual circumstances regarding a specific population, property or need, may change the funding as well.

#### **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 RFQ if it is determined that contracting for a portion or all of the work will best meet the needs of the Department.

#### SPECIAL REQUIREMENTS

The following special requirement shall apply to children receiving care through the services outlined in this RFQ: Children who speak a language other than, or in addition to, English shall be allowed to communicate in that language and shall be provided with adequate opportunities to participate in cultural, religious and educational activities in and/or from their ethnic community. Providers will assure that children and their families will have agency-provided access to services in their preferred language.

#### **ELIGIBILITY**

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

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

#### **INSURANCE**

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

#### AFFIRMATIVE ACTION

All awarded agencies will be required to submit an affirmative action plan prior to the execution of a contract. It is not necessary for Applicants to submit an affirmative action plan at the time of the response. As part of the contract preparation process, the successful applicant will be expected to submit information related to compliance with non-discrimination requirements and any other required state and federal regulations.

#### **GRANT APPLICATION DEADLINE**

The contact person (see below) must receive one (1) original and ten (10) copies of the application. The copies must be received by March 14, 2008, no later than **3 p.m.** eastern time at the following DCF location (See also "Application Instructions" section):

Judith Jordan, Director Division of Grants & Contracts Department of Children & Families 505 Hudson Street Hartford, CT 06106

Each copy must be complete, collated, and ready for reviewers. Please clip submissions; do not utilize binders please. 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.

#### TECHNICAL ASSISTANCE/BIDDERS CONFERENCE

A non-mandatory Technical Assistance/Bidders Conference is scheduled for:

February 5, 2008 1:00 p.m. – 2:30 p.m. 7th Floor Conference Room DCF Central Office 505 Hudson Street Hartford, CT 06105

**NOTE**: Copies of the RFQ will not be available at the Technical Assistance (TA) meeting. Applicants are asked to bring a copy of the RFQ with them to the TA for reference.

#### LETTER OF INTENT & CONTACT PERSON

A non-binding Letter of Intent <u>is required</u>; 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 daylight time, on February 8, 2008. Faxed copies or emailed copies of the Letter of Intent will be accepted.

Elizabeth D'Amico, LCSW, Ph.D. Department of Children and Families 505 Hudson Street Hartford, CT 06106

Phone: 860-550-6535 Fax: 860-550-6420 email: Liz.D'Amico@ct.gov

#### QUESTIONS

Questions concerning this RFQ that proposed Applicants would like to have answered at the above-mentioned Technical Assistance meeting/ Bidders' Conference must be directed **by email** to Elizabeth D'Amico at Liz.D'Amico@ct.gov no later than February 4, 2008\_. Answers to questions about this RFQ 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 RFQ and its content must be received by 3 p.m., February 8, 2008 via email directed to Dr. D'Amico following the technical meeting. The Department will post responses to these questions on its website (<a href="https://www.state.ct.us/dcf">www.state.ct.us/dcf</a>) approximately February 16, 2008\_.

#### **BACKGROUND**

Most of the girls that will populate these homes will come from in- and out-of-state residential programs, state residential facilities, hospitals, and occasionally directly from detention centers. These transitional group homes are designed to enhance the existing set of treatment options that will provide Connecticut's most vulnerable youth with stability within the context of a permanent environment that is community based, least restrictive and responsive to clinical and cultural needs. While these youth manifest a number of symptom constellations, their commonality tends to be trauma—if "only" the trauma of disrupted attachments. Therefore it is critical that the underlying model for these group homes be trauma-informed.

#### **Trauma-Informed Model Requirements**

All programs will engage in initial training of all staff in an acceptable relational and/or trauma-informed program, as well as continue on a regular basis with ongoing consultation with consultants from that training initiative (either established by the training philosophy or established in consultation with DCF BHM staff). Significant funding has been earmarked in the budget for this purpose to ensure that this initial training and ongoing consultation remains imbedded in the programs. These models ensure that the clinical work with youth is integrated throughout all levels of staff. This training must take place within the first six months of operation. The Department must approve the specific model. Regardless of the model used, no program shall unilaterally eject a youth from the program.

#### STAFFING PLAN REQUIREMENTS

<u>Clinical/Program Director</u>: The Clinical Program Director is responsible for the coordination, implementation, and operation of the program. This individual is on call 24 hours a day/7 days per week. The Director manages the daily operations of the program and interfaces with community agencies including, but not limited to, DCF; schools; afterschool programs; legal representatives; cultural agencies; religious and spiritual agencies; as well as families in coordinating the treatment plan for the youth. The Director will be in close daily communication with each youth's clinician, the Registered Nurse (RN), psychiatrist, and residential staff to gather information regarding improvements or setbacks in the youth's condition.

The Director will coordinate intakes and assist in clinical assessments as needed. He/she will be responsible for all hiring in the program and will work with the program supervisor to ensure that there is adequate staffing in the home at all times. They will conduct regular individual and group supervision of *all staff* and maintain all quality assurance of the program.

The Director will be a Connecticut licensed clinician with a Master's degree in Social Work or Marriage and Family Therapy, or a Ph.D. in Psychology or Psy.D. They will have a minimum of five years' experience working with disturbed children/adolescents and have experience in administrative management and staff supervision. Preference should be given to candidates with experience working with girls involved in the juvenile justice system. It is anticipated that the Clinical Program Director will carry a caseload of one-two cases.

<u>Licensed Clinician/Care Coordinator</u>: The staffing plan will allow for a ratio of 1 clinician to approximately four youth. This role is responsible for individual, group, and family treatment as well as case management services. This role is critical to the homes and will need to have the clinical expertise specific to the particular cohort being served. <u>These individuals will need to have significant experience in working with juvenile justice girls with behavioral health issues and cannot be expected to "train up" to the population after hiring.</u> It is anticipated that they may need to be recruited at a higher salary range than is typical for comparable agency clinicians.

The clinical care and case management will be covered by 1 Full Time Equivalent (FTE) licensed clinician plus the Clinical Program Director, who will carry a half-time caseload.

The clinician will have Connecticut licensure and hold a Master's Degree in Social Work or Marriage and Family Therapy, or a Ph.D. in Psychology or Psy.D. He/she will have experience working with youth and their families, including those who are culturally and linguistically diverse, as well as good communication and record-keeping skills. Clinicians should not work regular first shift hours, as they will be insufficiently available to both youth and families. It is expected that clinicians will work a split shift to ensure optimal exposure to both youth (who are in school mornings) and families for meetings which would not occur during morning hours.

<u>Psychiatrist Hours</u>: The TTGHs will provide four (5) hours of psychiatric time per week for a six-bed home; Psychiatric APRN's may be used if the supervising psychiatrist is attached to the agency. The psychiatrist will be responsible for the psychiatric treatment of the residents. He/she will provide a timely initial psychiatric assessment and continuous on-site assessment and medication management thereafter. He/she will attend weekly meetings with clinical staff and be on call 24 hours a day/7 days a week.

The psychiatrist must have a current MD license, completion of residency in psychiatry, and documented, extensive experience in treating adolescents.

<u>Nurse</u>: Nursing services will be provided through a .5 FTE RN. (Alternative comparable models will be considered by program oversight as long as the desired services and appropriate hours are covered.) Staff must be trained and certified in medication administration through DCF. The nurse will be responsible for the medical and health related management of the youth, including reviewing all medical history and coordinating all medical appointments. He/she will monitor responses to medication, vital signs, and blood work. They will work closely with the psychiatrist and will attend all clinical and treatment meetings for each resident. The schedule of the nurse should be such that he/she is on duty when the youth are present in the home in order to monitor their status and progress.

The RN will supervise all DCF medication certified staff and oversee the safe administration of medications in the LEVEL II - TTGH. He/she will complete all necessary paperwork and reports related to this. He/she will conduct health-related groups for the youth and provide ongoing health related education for the staff and residents.

The RN will have a nursing degree and current license as a registered nurse. He/she will have a minimum of two years' experience working with youth, ideally with working with adolescents.

<u>Residential Supervisors</u>: Staffing will allow for two FTEs who will flex hours and days: e.g., Sunday to Wednesday and Wednesday to Saturday. For example, weekday hours should be, e.g., noon to 11:00 p.m. and weekend hours should be 9:00 a.m. to 8:00 p.m.

The residential supervisors will work closely with and report to the program director. They are responsible for overseeing the overall daily operations of the home and for supervising the childcare workers. Their tasks will include but will not necessarily be limited to such things as: reviewing daily activity schedules; supervising implementation of such schedules; ensuring implementation of policies and procedures; monitoring interactions among staff and youth; reporting daily to the program director regarding operation of the home; assisting direct care staff as often as necessary to maintain ratio or to provide specific services; step in to assist in crises; monitor behavioral reward system established by program director. A bachelor's degree in a human services field is preferred with at least two years experience working with children and youth presenting with significant behavioral health issues.

<u>Childcare workers</u>: There are a total of 10.8 FTEs of childcare workers required in this home. The staffing ratios will allow for one direct care staff on when youth are in school, as many as three on when they are home and not at school, and two on at overnight while youth are sleeping (staff are awake staff). The childcare workers will have at least an associate's degree (bachelor's preferred) and a minimum of one year's experience working with disturbed adolescents. Ideally, these staff should have avocational skills that may be utilized in supporting the girls in the milieu environment. That is, art, music, sports, other creative activities, literature, cooking, etc. The goal is to provide as normalized and enriching a setting as possible within a congregate care environment. Preference given to applicants with experience working with girls in the juvenile justice system.

#### LINKAGES AND CONTACTS

Strong and effective linkages with a full continuum of programs and services will be critical to the success of the Transitional Therapeutic Group Homes. Without the linkage to a full continuum of community services and supports, the creation of these new beds will have little impact. Because of the importance of these linkages, proposals that integrate or link the transitional therapeutic group home to a community based continuum of care operating within a Managed Service System as well as those that demonstrate experience with juvenile justice resources and networks will be given priority in the selection process.

#### ACCESS AND REFERRAL PROCESSING

Applicants can anticipate admissions to this program through the Department of Children and Families in the Area Office where the group home is located and the Administrative Services Organization, in conjunction with the program lead(s) for the TTGH's. Applicants must agree to a no unilateral reject-no unilateral eject contract requiring for referred youth who meet the criteria established for program eligibility established above. Applicants must detail their plans to transition youth into the Group Home setting.

#### LENGTH OF SERVICE

Length-of-stay will vary depending on the individual needs of the adolescent. It is expected that planning be done of a highly individualized nature. The Department, however, recognizes that a flexible approach to length of stay may be necessary to accommodate the treatment goals and to facilitate planful transitions to a less restrictive level of care; accordingly, the Department will approve modification to this length of service on a case-specific basis. Average length of stay will be approximately six months, often the remainder of the girl's parole commitment.

#### **OPERATING HOURS**

Group Homes will be in operation 24 hours a day, 7 days a week.

#### SERVICE ELEMENTS

All Group Home providers will be expected to provide a range of services that include but are not limited to:

- Educational and academic support, guidance and assistance
- Vocational/career guidance and linkages
- Health (medical, mental, dental and vision), nutrition and wellness promotion
- Advocacy resources
- Independent Living Skills Development, including cooking, shopping and money management
- Hygiene and Grooming
- Social support and skill development/enhancement
- Friendships
- Social rehabilitation
- Personal enrichment
- Information and knowledge acquisition
- Recreation
- Physical Activities
- Mentoring (peer and adult)

Applicants should address each of the above components, setting forth how they will provide and integrate these elements into the daily therapeutic milieu. Applicants must describe how they will ensure that girls' cultural and linguistic needs will be addressed within the aforementioned service elements. This includes providing opportunities for the girls to experience and maintain traditions, food and activities that are integral to their culture and heritage. In addition, the successful applicant will be attentive to the daily and routine hair and skin care needs of racially diverse youth. Applicants' budgets must demonstrate a nexus with these service components.

#### **TRANSPORTATION**

The program will actively assist the girls, in a manner that is age and developmentally appropriate, in learning how to use methods of public and mass transportation. The program will also have a means for providing group transportation to youth on occasions such as group outings; and will provide individual transportation on occasions such as meetings, visitations, evening school activities, etc., when public transportation is unavailable or would be unsafe. The Applicant will detail their plan to ensure and/or provide safe transportation for children/youth served in the program. Plans for assisting families, as appropriate and necessary, with transportation to support their active involvement in the program must also be provided.

#### MODEL OF CARE

The applicant must propose a best practice strategy for serving the targeted population, including defining the proposed approaches, intensity and frequency of the identified treatment model(s), and rationale for selecting said model(s). Evidence of the approaches' effectiveness (e.g., literature/research citations) for these girls should be included. The successful applicant will demonstrate the ability to serve girls in the juvenile justice system with significant behavioral health issues within the target population who have experienced physical abuse, sexual abuse, neglect, loss, separation, domestic violence, and significant trauma. As indicated earlier, a model that is predicated upon a principle of no unilateral reject – no unilateral eject must be provided.

#### **CLINICAL SERVICES**

The successful applicant for a Transitional Therapeutic Group Home cohort will articulate a clinical model that is comprehensive, age and developmentally appropriate treatment to the target population, and short to intermediate in terms of duration with a particular focus on transitional work and mastery of those skills which will be necessary to successfully return to the family. Clinical services shall be provided in a manner that is trauma sensitive and gender specific, focused upon producing positive outcomes for the girl served.

Each girl entering the Transitional Therapeutic Group Home must undergo a comprehensive, multidimensional assessment within 30 days of admission. This assessment will cover the psychological, medical, education, socio-emotional and legal needs of the girl. It will be strength and resiliency-based and include a review of previous placement and treatment histories, pre-dispositional materials, including any clinically focused assessment. Transitional Therapeutic Group Home providers may be required to use standardized assessment tools to evaluate and collect baseline clinical data on each youth entering the program.

In addition, ongoing assessment, thorough routine and regular observation of the youth shall occur. These assessments shall assist with the development of an individualized treatment and behavioral management plan. Minimum clinical service expectations, as informed by a comprehensive global assessment of the child/youth, are as follows:

- Intensive, structured daily programming, 7 days a week
- Therapeutic supports and approaches to enhance normalized activity
- Substance Abuse treatment/counseling
- Coordinated care management
- Assistance with daily living skills
- Psychiatric evaluations
- Medication management
- Behavior Management and modification
- Trauma informed treatment
- Psychological testing, as needed
- Psycho-educational interventions
- On-going health assessment and progress do orientation by R.N.
- Implementation of medical treatments as ordered by licensed practitioner
- Access to physical examinations per American Academy of Pediatrics guidelines
- Comprehensive transition planning
- Client specific interventions

#### SERVICE SATISFACTION

A girl's wishes, interests, goals, freedom and autonomy should be respected and cultivated. Transitional Therapeutic Group Homes will be attentive to the needs of the girls and families served. Applicants shall detail a mechanism to collect and formally address substantive issues that may be revealed and to measure both client and family satisfaction with the program. As part of their ongoing Quality Assurance efforts, providers will be expected to administer to the children/youth served, an age appropriate satisfaction survey. The Department will work with the successful applicant(s) with respect to the tools and/or measures that will need to be used.

#### **GOALS**

The Group Home is focused on providing the identified youth with a mix of supportive and clinical interventions within a home-type environment that will promote their successful transition home, foster care or transitional living with additional therapeutic support (i.e., Family Support Team, Care Coordination, Extended Day Treatment). The

Department is seeking programming that integrates the psychological, medical, emotional, spiritual physical, and educational needs of the children/youth served into a comfortable, pleasant, safe, trauma informed, developmentally appropriate and culturally competent treatment environment.

Proposed objectives and outcomes for this service are identified below. Additional objectives and outcomes may be required at the time of contracting.

#### OBJECTIVES AND PROPOSED PERFORMANCE MEASURES AND OUTCOMES

#### **OBJECTIVES**

- Youth served will benefit from a comprehensive treatment approach that supports increased stable functioning in the community.
- B. Youth served will benefit from a comprehensive approach that will foster increased adaptive functioning.

C. Youth served will be successfully discharged back into a family setting.

D. Youth will have enhanced opportunity to realize their full potential

#### PROPOSED OUTCOMES

- A1. 100% of the youth served will be maintained and subsequently successfully discharged from the Group Home.
- B1. 85% of youth served will present with increased pro-social behavior and interactions as evidenced by results on instrument administered quarterly.
- B2. 100% of youth served will increase social integration in the community (i.e., employment, volunteer activities, involvement in recreational activities) as measured by completion of related treatment plan goals.
- B3. 100% of youth served will achieve educational and/or vocational success as measured by school attendance records, progress notes and report cards.
- C1. 100% of adolescents served will be transitioned home, to a foster home setting, or to a Transitional living program..
- C2. 80% of youth will demonstrate placement stability following discharge as evidenced by 6-month follow-up interview with client and satisfaction survey results.
- C3. 0% of youth will be unilaterally ejected from Group Home without DCF's concurrence as evidenced by discharge data.
- D1. 100% of youth served will be connected to a sustainable, positive hobby, interest and normative, community-based activity as evidenced by completion of treatment plan goals and content of discharge plan.

#### FAMILY INVOLVEMENT—TRANSITION PLAN TO COMMUNITY

Family participation in all aspects of treatment as appropriate will be required. For the well being of the adolescent, if there are clinical or legal considerations that would impact family participation, all efforts to understand and overcome any barriers will be explored. The applicant will describe how they will facilitate meaningful family involvement in the treatment plan development and care approach for the youth to be served.

As all of the youth will be transitioning to their home settings, the applicant is asked to propose a continuity of care model as part of their proposal that addresses the transition from congregate to full community integration in a six month period (that is, return to family). Some of the services during the last several months prior to discharge (approximately three—but, as always, this should be individualized with each youth) should be provided in the home. Guiding principles for in-home services should be rooted in modified versions of evidenced based models such as Multi-Systemic Therapy, Multi-Dimensional Family therapy, and Functional Family Therapy.

#### MULTI-CULTURALLY AND LINGUISTICALY COMPETENT CARE

As with family participation, a point of emphasis for the Transitional Therapeutic Group Homes is the ability to provide culturally and linguistically competent services. Applicants must describe how they will ensure that children's cultural and linguistic needs will be addressed within the service model. This includes providing opportunities for the children to experience and maintain traditions, food and activities that are integral to their culture and heritage. In addition, the successful applicant will be attentive to the daily and routine hair and skin care needs of racially diverse children and youth. Applicants' budgets must demonstrate a nexus with these service aspects.

Applicants are to describe how they will infuse cultural and linguistic competency into the service approach and daily programming. Applicants should detail how multi-cultural competence will be included in treatment/service planning, discharge planning, case reviews, analysis and review of program data, and staff supervision. Applicants must set forth how they will meet the linguistic needs of children and families that may be served by the program. Please describe your organization's efforts and achievements in providing culturally and linguistically competent care and your experience in successfully providing services to a diverse population. Describe any internal quality improvement process you may utilize to evaluate the cultural competence of services that you provide.

#### **VISITATION**

On an individual basis, informed by clinical judgment and girl's treatment plan and any legal and/or protective service stipulations, girls involved in the program will have visitation with family, friends, and others to enhance community connections and, reunification goals. Applicants will submit their proposed plan and structure to support visitation during the course of emergency triage and care.

#### STAFFING MODEL

The successful candidate(s) must set forth a plan to recruit and retain professional and para-professional staff that are culturally and linguistically competent and diverse (see also section: Multi-culturally and Linguistically Competent Care). Assessment, crisis intervention, and active treatment services will be available daily for children and youth. Staff must have the ability to provide services to all eligible participants, regardless of English language limitations. While the successful applicant must provide for the most common languages, it may be necessary to make special arrangements for interpretive services to communicate with those speaking less frequently encountered languages.

Transitional Therapeutic Group Home staff must demonstrate the following:

- Experience providing direct services to diverse populations
- Multi-lingual capabilities (relevant to community served)
- Shared cultural, linguistic or experiential backgrounds

Describe your current policy and process to recruit, hire and retain staff that represents the cultural and linguistic needs of the populations that you serve.

#### STAFF SUPERVISION

Applicants must detail the supervisory structure of the program and include a plan for direct and clinical supervision of program staff.

#### PRE- & IN-SERVICE TRAINING

Applicant must detail a plan to provide pre-service training to all direct service employees, interns or volunteers during their orientation period and prior to the provision of any direct service. This plan should set forth the types and topics of training that staff will receive on a pre-service basis.

Applicants must also set forth the types and frequency of in-service training that will be provided to the Transitional Therapeutic Group Home staff.

#### DATA REPORTING

Group Home providers will be expected to submit ad hoc and monthly data, and restraint and seclusion data to the Department or its designated Administrative Services Organization. These data may include, but will not necessarily be limited to the following:

- Demographic Information (e.g., name, date of birth, gender, race, ethnicity, town of origin, DCF status, prior placement setting, and admission date);
- Clinical and Diagnostic Information (e.g., diagnosis, anticipated length of stay, targeted behavior, level of functioning, scores from standardized clinical tools, etc.);
- Utilization Data (number served, referral source, average length of stay in Therapeutic Group Homes for those admitted and those not admitted, readmission rates, etc.)
- Treatment Progress Data (e.g., degree of resolution of presenting problems, level of stability/improvement obtained, Improvement on Global Assessment of Functioning and/or other Standardized Scale);
- Transition/Discharge Information (e.g., reason for discharge; transition/discharge placement setting, reason for any transition/discharge delays; level of improvement for targeted behaviors);
- Fiscal data (include Medicaid reimbursement)
- Incident reports; and
- Restraints and seclusions

Much of the data reporting will likely occur through an electronic/computerized format. The Department will work with the successful applicant(s) in determining the format and frequency for regular and ad hoc data submissions.

#### **SITING**

Transitional Therapeutic Group Homes for Adolescent Girls with Juvenile Justice Involvement must be located in residential communities. It is the expectation of the Department that these homes will be indistinguishable from other homes in community neighborhoods. If an applicant receives an award off of this RFQ and is unable to procure a site within 90 days of initial negotiations, the Department reserves the right to cancel the award, and award the contract to another Applicant. These homes are to be sited in towns in relative nexus to the girls' detention centers.

#### **LICENSURE**

Prospective contractor, employees and agents must comply with all federal, state and local statutes, regulations, codes, ordinances, certifications and/or licensures applicable to fully executed Transitional Therapeutic Group Homes contract and contract related service(s). Licenses will be issued by DCF.

#### REVENUE MAXIMIZATION

The Department anticipates claiming Federal PNMI reimbursement on amounts paid to the group homes. It is expected that the group homes comply with PNMI standards.

#### **BUDGET & BUDGET NARRATIVE**

As noted above, this RFQ utilized established models and staffing. The Department has developed a sample model staffing lines for Transitional Therapeutic Group Homes that should be used by Applicants as starting points. The model budget outlines exactly what the Department is seeking to purchase; proposals with budgets that significantly exceed the available dollars in the model promulgated will be competitively disadvantaged in the selection process, and proposals that significantly alter the model may be viewed as non-responsive. We recommend that:

• The number and type of staff <u>not</u> be changed; if changes are proposed, the scope and rationale for specific changes must be clearly articulated and justified.

Applicants are expected to submit sample budgets with staffing detail. Applicants who submit budgets within or below the promulgated parameters will be given priority in the selection process insofar as cost-effectiveness is of considerable importance to the Department. Applicants' submissions must detail the following elements:

- 1. Proposed, reasonable capital requests necessary to support the provision of this service. DCF will also consider use of funds from this RFQ to assist with the purchase of technology needed to support the provision of the proposed service/program. The budget narrative must detail your agency's request to use DCF funds for capital and technology purchases. In particular, the Budget Narrative must include a breakdown of costs, and number and types of technological related items to be purchased. (e.g., computers, software, printers, PDAs).
- 2. An annualized program-operating budget, as detailed by your budget narrative, based on DCF funding, and any other funding and in-kind contributions. The budget narrative should clearly set forth expenses and income sources above and other than that from DCF.

#### POLICY AND PROCEDURE

Policy and Procedures (P&P) are likely to drive the successful operationalization of the Therapeutic Group Homes. Prior to program implementation (but not as part of the application materials) each Group Home will be expected to develop and submit for review, a policy and procedure manual that includes but is not limited to the following:

- Registration Process
- Process of Medical Clearance
- Admission Process, including permission to treat and releases
- Medical Records, HIPAA Guidelines
- Security Policy, including Searches
- Management of Psychiatric Emergencies, including Agitated and Suicidal Patients
- Restraint and Seclusion Processes
- Levels of Observation
- Management of Clothing and Valuables
- Child Abuse and Neglect Evaluation and Reporting
- Phone Calls and Visitors
- Infection Disease Clearance and Management of Infectious Diseases
- Medical Care of residents
- Discharge Process
- Aftercare
- Medical Record Retention and Storage
- Quality Assurance and Critical Incident Review
- Statistical Records and Reports
- Patient Rights
- Patient Complaints
- Patient, Family, Stakeholder Satisfaction

As part of the application, please submit a copy of policies and procedures, table of contents and samples of the three (3) Policies that are identified above in bold and underlined type. No individual policy should be longer than three pages.

#### **APPLICATION QUESTIONS**

Applicants must address the following:

#### PREPARING A RESPONSIVE APPLICATION

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

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

#### **APPLICATION QUESTIONS**

The section immediately below lists all the questions to which Applicants must respond in their submission. It is strongly encouraged that these questions are answered within the context of the information contained in each subheading from which it has been taken. There is often additional detail with the sub-heading sections that explicates the breadth and depth of information that a successful Applicant will provide.

Applicants must address the following questions and provide the following information within their submission. Applicants should review these questions and requests within the context of the corresponding sections within the RFQ to better ensure that the submitted answers and information fully address the components of this guidance. If Applicant is proposing to operate both Transitional Therapeutic Group Homes, questions regarding siting, participation in local provider networks and MSS

- 1. Provide an overview of your organization including years in operation, mission, philosophy, vision, experience providing community-based congregate care and the resources that would be brought to Transitional Therapeutic Group Homes.
- 2. Describe the organization's history of providing service to low income and vulnerable populations; describe the organization's history of providing service to juvenile justice youth.
- 3. Describe the organization's approach to providing out-of-home services to children, youth, and their families. Provide an example of how the organization has provided the service.
- 4. Provide evidence of your organization's experience in providing behavioral health service to children and adolescents and their families, representing the full age range and levels of problem severity.
- 5. Provide an organizational chart and identify key managers by name and attach resumes of identified managers. (Appendices 2 and 3). Indicate what percentage for their time will be committed to this project in start-up and in operation.
- 6. Please identify the proposed location of the Transitional Therapeutic Group Home (if known) and include any drawings, floor plans, or other detailed descriptions of the space. Please identify your plan to procure property and ensure that it meets RFQ goals.
- Please describe the organization's membership status in the local Managed Service System and record of collaboration with local systems of care, the Managed Service System, DCF, community providers, and other involved parties.
- 8. Describe the organization's plan for meeting the linkage and contact requirements outlined in the RFQ. Please be sure to indicate how the Provider will guarantee access to the services and contacts within the required time frames. Also, provide copies of any Memoranda of Agreement or subcontracts you intend to utilize in delivering the Group Homes.

- 9. Please describe how the Group Home(s) you are proposing will be integrated with or linked with an established continuum of services within a system of care and describe how movement between constituent levels of care and elements of the service system will be managed for youth in the group home(s).
- 10. Applicants must detail their plans to transition children/youth into the Group Home setting.
- 11. Applicants must detail how they will provide and/or contract for the supports and services identified in the CLINICAL SERVICES section. Applicant's proposal must articulate a clinical and therapeutic approach that is specific to the gender, age, and profile of the target population to be served. Applicants must address how they will meet the specific needs of the children/youth as it pertains to the issues presented in the CLINICAL SERVICES section.
- 12. The applicant must propose a best practice strategy for serving the targeted population, including defining the proposed approaches, intensity and frequency of the identified treatment model(s), and rationale for selecting said model(s). Evidence of the approaches' effectiveness (e.g., literature/research citations) for the target population is to be included. The successful applicant will demonstrate the ability to serve children and youth within the target population who have experienced physical abuse, sexual abuse, domestic violence, neglect, loss, separation, and significant trauma. A model that is predicated upon a principle of no unilateral reject no unilateral eject must be provided.
- 13. Provide a plan for how the organization will provide and integrate all of the service elements described in the REO.
- 14. The Applicant will detail their plan to ensure and/or provide safe transportation for youth served in the program. Plans for assisting families, as appropriate and necessary, with transportation to support their active involvement in the program must also be provided.
- 15. Please describe your organization's plan for family involvement in the delivery of service including the continuity of care module for youth transition and family involvement. In particular, the applicant will describe how they will facilitate meaningful family involvement in the treatment plan development and care approach for the girls to be served and the particular approaches—in TTGH and in home—to be used.
- 16. Describe how the organization will handle family and "other" visitation while children and adolescents are being served in the Transitional Therapeutic Group Homes.
- 17. Describe your current policy and process to recruit, hire and retain staff (both professional and paraprofessional) that represents the cultural and linguistic needs of the populations that you serve.
- 18. Applicants must detail the supervisory structure of the program and include a plan for direct and clinical supervision of program staff.
- 19. Describe how you will infuse cultural and linguistic competency into the service approach and daily programming. Applicants should detail how multi-cultural competence will be included in treatment/service planning, discharge planning, case reviews, analysis and review of program data, and staff supervision. Please describe your organization's efforts and achievements in providing culturally and linguistically competent care and your experience in successfully providing services to a diverse population.
- 20. Please describe any current quality assurance process used to evaluate/improve the level of cultural and linguistic competence of your service delivery.
- 21. Describe the organizations plan for pre-service and ongoing in-service training for all group home staff and volunteers, including all training required prior to staff being authorized to provide direct care. Be specific regarding the duration, intensity and frequency of training requirements.
- 22. Describe your information systems infrastructure, including the hardware, operating system and software that the organization uses.
- 23. Provide a description of how the organization will meet all DCF data submission requirements including the ability to provide accurate, timely, and complete computerized records of unduplicated counts of children and youth served.
- 24. Describe your method of collecting and utilizing client and family satisfaction data for performance improvement. Indicate, how, when and with what tools or methods client satisfaction will be assessed.
- 25. Provide evidence of sound fiscal management processes, fiscal stability, and the ability to manage public contracts, public grants.

- 26. Describe any existing or proposed policy and procedure relevant to the Transitional Therapeutic Group Homes. Provide samples of the three policies and procedures identified in bold and underline type. (See also Section: POLICY and PROCEDURE)
- 27. If your agency has been or is involved in the development of any Therapeutic Group Homes or other community based congregate care programs, please identify any delays in opening with specifics as to the timeframe and reasons for same. Also include your program's occupancy level since receiving a license for the full planned complement of beds. If occupancy is less than 85%, please describe reasons and plans to address issues preventing full occupancy. This information will be verified against department records

#### **APPLICATION INSTRUCTIONS and REVIEW INFORMATION**

#### INSTRUCTIONS FOR COMPLETION

Submitted applications must conform to the following format requirements:

Page Limit	40 (excludes Cover Page, Table of Contents,		
-	Application Budget, Application Budget Narrative, and		
	Appendices)		
Client Encounter Data, census and demographic	1 page limit		
information (Appendix 9)			
Policies and Procedures (Appendix 9)	15 page limit		
Font Size	12 pt		
Paper Dimensions	8.5 x 11		
Margins	1 inch all sides		
Line Spacing	Double		

#### APPLICATION FORMAT

Note: 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
- 4. Application Budget
- 5. Application Budget Narrative
- 6. Appendices (see below)

Please ensure that all pages are numbered.

#### **APPENDICES**

The following appendices must be included with the proposal:

Appendix 1	Letters of Agreement/Memorandum of Agreements and Understanding*
Appendix 2	Resumes & Job Descriptions
Appendix 3	Organizational Structure/Chart
Appendix 4	Board of Directors (annotated with race/ethnicity, gender and town of residence)
Appendix 5	Subcontractor Profile Form(s)
Appendix 6	Current certificates of accreditation or licensure
Appendix 7	Certificate of Incorporation
Appendix 8	Client Encounter Data, Census information and community demographics
Appendix 9	Policies and Procedures
Appendix 10	Floor plans and/or Architectural plans (optional)
Appendix 12	Consulting Agreement Affidavit**
Appendix 13	Notification to Bidders Form** (Bidder's CHRO Compliance Package)
Appendix 14	Evidence of Nondiscrimination Form and Applicable Evidence material** (Bidder's CHRO
	Compliance Package)
Appendix 15	Employment Information Form** (Bidder's CHRO Compliance Package)

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

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

\*\*Submissions lacking these four properly executed documents will not be reviewed. The Consulting Agreement Affidavit must be signed and notarized.

#### **REVIEW CONTEXT**

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

- A. The applicant demonstrates the ability to provide effective care to children and families in a clinically necessary and appropriate, strength-based, family-focused, and culturally competent manner.
- B. The proposal clearly and satisfactorily addresses how the applicant will provide the services described in the RFQ.
- C. The applicant has clearly and satisfactorily described how all the service management requirements listed in the RFQ will be addressed.
- D. The applicant has submitted realistic and cost effective budget...
- E. Applicant's agency structure is sufficient to support the proposed program by providing adequate administrative support and supervision.
- F. Applicant can demonstrate the organization's ability to develop and maintain staff who are culturally and linguistically reflective of the population(s) to be served.
- G. Applicant can demonstrate an ability to work effectively with DCF (both juvenile justice and child welfare), other state agencies, Community Collaboratives, schools and other traditional and non-traditional community providers.

#### **REVIEW PROCEDURE**

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

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

#### **BUDGET FORMS**

Please complete an annualized budget using the budget template provided. Applicants must also submit a corresponding budget narrative to clearly and articulate and justify any changes from the staffing model and any exceeding of the budget totals or market variations from the samples.

It is expected that approximately 70% of the total costs will be devoted to salaries plus fringe and the remainder to other expenses including indirect expenses.

Budget Template (to be completed and submitted with application)

	Budget Template (to be completed and Sub	Timilied with application)	
	Transitional Therapeutic Group Homes for Adolescent Girls with Juvenile Justice Involvement	Proposed BUDGET	COMMENTS
	Proposed Capacity6		
	Staffing Ratio - weekdays (Mon-Fri)		
	Staffing Ratio - weekends (Sat-Sun)		
	Child Care FTE (includes 15% relief staff)		
	STAFF:		FTE's
1	Clinical/Program Director		1.00
2	Licensed Clinician/Care Coordinator		1.00
3	Nurse		0.50
4	Residential Supervisors		2.00
5	Child Care Workers		10.80
18			
19	TOTAL SALARIES		
20			
21	FRINGE BENEFITS		
22			
23	OTHER EXPENSES:		
24	Rent or I interest on mortgage		
25	Heat, Light, & Water		
26	Telephone		
27	Insurance		
28	Professional Fees		
29	Psychiatric/Psychological Svcs		
30	Consulting/Contractual Services		
31	Food & Food Supplies		
32	Office Supplies/Postage		
33	Housekeeping Supplies		
34	Advertising(Employment)		
35	Clothing/Laundry & Dry Cleaning		

36	Personal Needs		
37	Allowance		
38	Recreation		
39	Travel		
40	Vehicle Expenses		
41	Maintenance & Repairs		
42	Training		
43	Medical Supplies		
44	Conferences/Mtgs		
45	Dues/Memberships - (For Girls Only)		
46	License/Permits/Fees		
47			
48			
49	TOTAL OTHER EXPENSES		
50	Total Expenses		
51	Indirect Expenses		
54	Net Expenses		
55	Calculated Per	\$998,007	

#### **SUBCONTRACTOR PROFILE**

#### (COMPLETE FOR EACH SUBCONTRACTOR)

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

#### **COVER SHEET**

## Transitional Therapeutic Group Homes for Adolescent Girls with Juvenile Services Involvement

### **Request for Qualification**

Name of Agency	
FEIN	
Address	
Application Contact Person	
Contact Person Phone & Fax	
Contact Person Email Address	

#### LETTER OF INTENT (MANDATORY NON-BINDING)

Date: \_

This is to advise you that our agency is planning to apply for funding in response to the RFQ entitled: Transitional Therapeutic Group Homes for Girls with Juvenile Services Involvement.
AGENCY NAME:
AGENCY ADDRESS:
FEIN
AGENCY CONTACT:
POSITION/TITLE:
TELEPHONE NUMBER:
FAX NUMBER:
FMAIL ADDRESS:

Letter of Intent must be received by 3pm by February 8, 2008, to the following person:

Elizabeth D'Amico, LCSW, Ph.D Department of Children and Families 505 Hudson Street Hartford, CT 06106

**Fax:** 860.550.6420

E-mail: Liz.D'Amico@ct.gov

#### 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 Statues 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 <a href="http://www.ct.gov/dcf/LIB/dcf/contract\_management/pdf/Bidders\_CHRO\_Compliance\_Package.pdf">http://www.ct.gov/dcf/LIB/dcf/contract\_management/pdf/Bidders\_CHRO\_Compliance\_Package.pdf</a>

#### **Administrative Expectations**

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

http://www.opm.state.ct.us/finance/pos\_project/contract.htm

#### SEEC FORM 11

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

<u>Civil penalties</u>--\$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.

<u>Criminal penalties</u>—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."

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: [ Numb	er of Affidavits S	Sworn and Subs	scribed On This D	Day:1]	
I, the undersigned, here described in Connecticu who is authorized to ex agreement in connection	t General Statuto kecute such cont	es § 4a-81(a), tract. I furthe	or that I am the r swear that I h	e individual award ave not entered i	ed such a contrac
Consultant's Name and	 Title		Name of Firm	(if applicable)	_
Start Date	End Da	te	Cost		_
Description of Services I	Provided:				
Is the consultant a form	er State employe	ee or former pu	ıblic official?	☐ YES	□ NO
	of Former State A	Agency		Termii	nation Date of
Sworn as true to the bes	st of my knowled	lge and belief,	subject to the pe	nalties of false sta	tement.
Printed Name of Bidder	or Vendor	Signature of	Chief Official of	or Individual	Date
Federal Employer ID No or Social Security Numb		Printed Name	(of above)	Award	ing State Agency
Sworn and subscribed	d before me on	this	_ day of	, 200	
		Commission or Notary Pu	er of the Super	ior Court	_

#### **EXHIBIT A: Contract Provisions**

#### DEPARTMENT OF CHILDREN AND FAMILIES

#### D. Department Specific Provisions

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

- 1. Quality Assurance: The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program. The Contractor shall develop, implement and maintain a written quality improvement plan that at minimum includes steps to prevent, identify and/or correct problems that affect the services provided under this contract. The performance of each Contractor shall be reviewed and evaluated periodically by persons designated by the Department of Children and Families. Such reviews and evaluations may be performed by examination of quality improvement plans, documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.
- 2. Notification of Changes in Key Personnel: Contractor shall immediately notify the Director, Division of Contract Management of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Fiscal Officer, Medical Director, and program directors of Department funded programs.
- **3.** Treatment Planning Conference and Administrative Case Review: The Contractor will actively participate in the Department Treatment Planning Conference (TPC) and Administrative Case Review (ACR) process.
- 4. Financial Penalties for Failure to Participate in Treatment Planning Conference (TPC) or Administrative Case Review (ACR): The Department may impose a financial penalty on the Contractor if the Contractor, following receipt of DCF notification, fails to participate in the Department's Treatment Planning Conference or Administrative Case Review Process. Participation may include the following activities: submission, prior to the ACR, of a written treatment plan summary; telephonic consultation/participation during the ACR; direct participation at the ACR. Such penalties shall not exceed \$1,000 per occurrence and may, at the discretion of the Department, be withheld from payments to the Contractor. The Contractor will be notified in writing of the Department's intent to impose this fine and may appeal the imposition of the fine. The Contractor must document that notice of the conference date was inadequate to allow participation.
- **5. Federal Fund Requirements:** Any Contractor who receives any federal funds through the Department must comply with the following:
  - **A.** This certification and agreement is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. Section 1352. Contractor certifies and agrees that:
  - 1. None of the funds appropriated by any Act may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action described in paragraph (2) of this subsection.
  - **2.** The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:
    - 1. The awarding of any federal contract;
    - 2. The making of any federal grant;
    - 3. The making of any federal loan;

4. The entering into of any cooperative agreement;

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

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

- **3.** Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state:
- (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Conn. Gen. Stat. § 4-28b.
- 6. Community Mental Health Services Block Grant The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity.
- 7. **Specified Reports:** The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the service taxonomy format(s) as required by the Department.
  - **A.** The Contractor further agrees to provide any other reports concerning contracted services that the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.
  - **B.** Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. 17a-55, and such other routine information as may be required by the Department.
- 8. Annual Audit: No later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The annual audited financial statements must provide information about income and expenses for each program regardless of funding source, and identify Department funds for each program. The Department reserves the right to receive a copy of any audit for related parties under common control. Where the Contractor's fiscal year end does not coincide with the state fiscal year end (June 30), the annual audited financial statements must include a statement that shows the breakdown of expenditures for each Department-funded program or service type, for the Contractor's fiscal year. This schedule of expenditures by contract year must be filed at the same time as the audit report. Additional audits may be performed by the Department (in accordance with Conn. Gen. Stat. Sec. 4-234) as it deems necessary.

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

- **9. Third Party Beneficiary:** This Agreement is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.
- **10. Grievance Procedures:** The Contractor shall develop and maintain a formal grievance procedure, acceptable to the Department, in order to address the complaints of persons requesting or receiving services under this contract.

#### 11. Cultural Competence

- **A.** The Contractor shall administer, manage and deliver a culturally responsive and competent program. This shall, at a minimum, be evidenced by equity and parity in access to services, consumer satisfaction, and outcomes for clients served, regardless of race, ethnicity, language, religion, gender, sexual orientation, economic status and/or disability. Policies, practices and quality improvement activities shall be informed by the needs and demographics of the community served or to be served by the program. The Contractor shall include access, consumer satisfaction and outcomes as elements of its program review and monitoring.
- **B.** The Contractor shall recruit, hire and retain a professional and paraprofessional staff that is culturally and linguistically diverse. The Contractor may be required to participate in individual and/or group technical assistance from DCF's Office of Multicultural Affairs and/or Office of Affirmative Action to promote and support diversity of its staff. Staff development to support cross-cultural competency shall occur both pre- and in-service. Furthermore, as a means to facilitate culturally competent service delivery, issues of diversity and multiculturalism shall be included in treatment/service planning, discharge planning, case reviews, grand rounds, analysis and review of program data, and staff supervision.
- 12. Board Composition: The Contractor agrees to ensure that the Board of Directors shall include community, family, and professional participation and, whenever possible, the participation of people who use the services of the organization. The Contractor further commits to maintaining or creating through its appointments a Board of Director whose composition will reflect the racial and ethnic background of the children and families to be served by this contract. The Contractor shall provide the Department with a list of current Board Members, indicating gender, race, ethnicity, town of residence, role and title on the board and the term expiration date of each member.
- **13. Licensing Compliance:** As applicable, the Contractor will ensure that the Contractor and their subcontractors(s) are licensed by the Department of Children and Families and are not subject to licensing restrictions.
- 14. Program Closure and Transition: In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and such other issues as are

pertinent to the specific situation.

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

#### A. The Contractor shall:

- 1. Screen all potential hires, volunteers and or interns by obtaining verified criminal records and children's protective history background checks for any convictions of child abuse or neglect substantiations, which shall be filed confidentially in the individual's personnel record.
- 2. Conduct such protective services checks of employees every two (2) years.
- 3. Have written criteria approved by DCF for the hiring and or maintaining the employment of individuals with prior criminal record and/or protective service histories.
- B. The Contractor shall not knowingly hire, utilize, or continue to employ or utilize an employee, intern or volunteer who, within five (5) years of the date of the employment application:
  - 1. Has been convicted of the possession, use, or sale of controlled substances unless both the Contractor and the Department determine that he/she has been successfully rehabilitated;
  - 2. Has had a minor removed from their care because of child abuse or neglect.
- C. The Contractor shall not hire, utilize, or continue to employ or utilize an employee, intern or volunteer who:
  - 1. Has been convicted of an assault or crime against a person or similar offense;
  - 2. Has been convicted of risk of injury to a minor or similar offense;
  - 3. Has been convicted of impairing the morals of a child or similar offense;
  - 4. Has had a substantiation of physical or sexual abuse;
- D. If any employee, intern or volunteer has been arrested for any of the crimes articulated in Section B or C, or has had a substantiation of physical or sexual abuse that is the subject of a pending substantiation hearing, or is the subject of pending investigation alleging physical or sexual abuse, the Contractor shall remove that person from direct service responsibility pending the outcome of the investigation.
- **16. Pre-Service Training:** The Contractor agrees to provide the following training to all direct service employees prior to providing autonomous direct service to children and youth served through this contract:
  - Blood born pathogens (universal precautions)
  - CPR
  - Effective communication and limit setting
  - Crisis management/Behavioral interventions
  - Mandated reporting
  - Medication Administration

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

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

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

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

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

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

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

#### 2. Fiscal Reports:

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

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

- **B.** Annual Financial Report: The Contractor shall submit an annual financial report no later than September 30 for contracts written on a state fiscal year and no later than December 31 for contracts written on a federal fiscal year. The annual financial report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each Department-funded program for the period July 1 through June 30 for contracts written on a state fiscal year and for the period October 1 through September 30 for contracts written on a federal fiscal year. The annual financial report shall agree with the Contractor's internal financial records and the Schedule of Expenditures included in the Single Audit submission or to the annual audited financial statements, as applicable. If so required by Section E., Paragraph 5 C. below, the Contractor shall submit to the Department final
- 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.