Community Based Life Skills Education Program

REQUEST FOR PROPOSALS

June 6, 2008

State of Connecticut
Department of Children and Families
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REQUEST FOR PROPOSALS (RFP)

PROGRAM TITLE
Community Based Life Skills Education Program

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Planning began</td>
<td>July 19, 2006</td>
</tr>
<tr>
<td>RFP Published</td>
<td>June 6, 2008</td>
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<tr>
<td>Non Mandatory Bidders’ Conference</td>
<td>June 17, 2008</td>
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<tr>
<td>Deadline for Submission of Additional Questions</td>
<td>June 23, 2008</td>
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<tr>
<td>Deadline for Receipt of Mandatory Letter of Intent</td>
<td>July 3, 2008</td>
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<tr>
<td>Questions and Answers Posted to Website</td>
<td>On or near June 27, 2008</td>
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<tr>
<td>Deadline for Receipt of Proposals</td>
<td>August 15, 2008</td>
</tr>
<tr>
<td>Expected Date for Contract Executions</td>
<td>November 1, 2008</td>
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OVERVIEW
The Department of Children and Families is proposing to restructure the current Community Based Life Skills Education Program to a twelve (12) month program that will use a DCF approved assessment, curriculum, and service delivery model. This service will be for DCF youth ages 15 and older residing in foster care. DCF shall be the sole source of referrals for this program.

The Department will contract with the successful respondent(s) to deliver this service to each DCF Area Office’s service area. Please refer to the Siting and Capacity section of this RFP for details on towns served by Area Offices. Respondents may apply to serve more than one Area Office, but will be required to submit separate applications for each Area Office they are applying to serve. Respondents will need to address their ability to work within the established program model, staffing structure, and proposed budget parameters. Congruence with these will be considered in the selection process.

Providers selected to implement a Community Based Life Skills Education Program will begin operations on November 1, 2008 with the first class cycle starting January 1, 2009.

SOURCE OF FUNDS
The services contained within this RFP are funded by state and federal dollars to be awarded by DCF based upon a competitive application process.

BACKGROUND, PURPOSE and GOALS
Community Based Life Skills Programs provide DCF committed youth with the skills necessary for them to transition successfully to independent living. The purpose of the community based program is for the development and/or enhancement of the participant’s knowledge of essential life skills to promote independent living and self-reliance in a community setting. The goal of Community Based Life skills is to provide youth with the opportunity for learning, problem solving, and enhancement of self-esteem through increasing the youth’s awareness of community systems and services. It is critical that the youth’s needs be individualized. Attention must be paid to each youth’s life skills assessment for the utilization of appropriate instructional materials.
Research has revealed that youth transitioning out of foster care are at significant risk for homelessness or contact with the criminal justice system. Transitioning youth are not routinely afforded opportunities to develop and enhance life skills necessary for adult self-sufficiency and independence. Youth not prepared to succeed as adults may experience repeated unsuccessful attempts to be self sufficient due to a lack of independent living skills, self esteem, etc. Youth that have lived in treatment or detention facilities may be at even greater risk than those who have lived in foster homes. Upon having their first encounter with the freedom to make an independent decision, unwary youth can make decisions that have life-long detrimental consequences.

This RFP proposes to contract with community based agencies to provide DCF committed youth, ages 15 and older and residing in foster homes, with a DCF approved Community Based Life Skills educational program. This program will be based upon the Ansell Casey Life Skills model which includes a curriculum that provides youth with the necessary tools to develop and enhance the skills essential for them to transition and succeed in independent living.

**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 24-month contract would be executed.
Continued funding will be contingent upon performance of the awarded RFP applicant and the continued appropriation and availability of funds to the Department.

**AMOUNT AND TERMS OF AWARD**
The payment mechanism for this contract will be grant funded. Funding will be a combination of state and federal funds.

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

**ELIGIBILITY**
The successful applicant will be an organization in good standing with the State of Connecticut. This shall mean that the Respondent and proposed subcontractors are not currently and have not been subject to DCF or other state agency licensing restriction, have not had admissions closed by the Department or any state, local or federal agency within the last twelve (12) months unless such provision is explicitly waived in writing by the Commissioner of DCF, nor may the respondent have had a contract amended, reduced or 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.

**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**

The awarded agency will be required to submit an affirmative action plan prior to the execution of a contract. It is not necessary for Respondents 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**

Applicants must submit one (1) original and ten (10) copies by **August 15, 2008** no later than 3 p.m. at the following DCF location (See also "Application Instructions" section):

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

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

**BIDDER’S CONFERENCE**

A non-mandatory Bidders Conference is scheduled for:

June 17th, 2008  
10:00 AM – 12:00 Noon  
Department of Children and Families  
505 Hudson Street  
7th floor large conference room  
Hartford, CT 06106

Parking is available at Pro Park located on the corner of Buckingham Street and Hudson Street.

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

**LETTER OF INTENT & CONTACT PERSON**

A non-binding Letter of Intent is **required**. No application for funding will be accepted from any bidder who has failed to submit a Letter of Intent within the specified time frame. Letters of Intent should be directed to and received by the contact person noted below by 3 p.m., on **July 3, 2008**. E-mailed or faxed copies of the Letter of Intent will be accepted.

Sara Wilhelm  
Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106  
E-mail: sara.wilhelm@ct.gov  
Fax: 860 566-6727

**POST-BIDDERS’ CONFERENCE QUESTIONS**

Subsequent questions regarding the RFP and its content must be received by **June 23, 2008**, by e-mail directed to Sara Wilhelm at sara.wilhelm@ct.gov following the technical assistance meeting.

DCF will post responses to these questions on the DAS web site: [www.das.state.ct.us](http://www.das.state.ct.us) on or near June 27,
QUESTIONS
Answers to questions regarding this RFP will be responded to only at the Technical Assistance Meeting and through the prescribed electronic “Question and Answer” methods identified in the “Post-Technical Assistance Questions” section of this RFP.

PROGRAM DESCRIPTION
Community Based Life Skills Education Programs are intended to serve adolescents who are age fifteen (15) and older, committed to DCF, and residing in a foster home in the community. These programs focus on developmental issues associated with maximizing educational outcomes and the acquisition of independent living and pre-employment skills. The sole source of referrals for the Community Based Life Skills Education Programs resulting from the RFP shall be DCF. The program will be community based with an open connection to the local community in all areas of programming. The program will also connect with local organizations within the community as it pertains to the delivery of services as outlined in this RFP.

Community Based Life Skills Education Programs are considered to be “Hands off” and the use of restraints is prohibited. The program will implement a Crisis Intervention and De-escalation model, to be approved by DCF. This program is not for youth requiring one to one supervision.

The program shall operate on a twelve (12) month calendar, beginning January 1, 2009 and include both a classroom component and 1:1 work with each student post classroom work. Classes shall be no larger than 10 students. Classes may not be combined as a regular practice.

Each class will include a two (2) month assessment period, four (4) months/16 weeks of classroom education, and 6 months/24 weeks of individual life skills educational work. Both the classroom component and the individual work shall be based upon the Individual Life Skills Education Plans developed during the assessment period. The successful respondent will deliver a program that includes meeting individually with each referred applicant and their foster family. This meeting time will be used to explain the program requirements, the curriculum, and the home experiential component. The contractor shall conduct a web-based DCF approved Life Skills Assessment for the youth with each youth and their foster parent(s) participating in the assessment process. A program year is expected to be structured as follows:

Month 1-2:
Student Group A - Assessments for youth will be completed during this time. The assessment must be completed by both the youth and their foster parent(s), when available, utilizing the web-based DCF approved assessment. These assessments will yield a paired score and an Individual Life Skills Educational Plan. The contractor will meet individually with each youth to complete the assessment; be in contact with the youth’s foster parent(s), when available, to present the curriculum and review the desire to partner with the foster parent(s) to allow for the youth to use skills learned in class in their residence; and have contact with/interview the foster parent(s) to complete the caretaker portion of the assessment. There will be a homework component to the program (e.g. – Topic: Comparison Shopping. Homework: Prepare a food shopping list and then review the week’s sales circulars with your foster parent(s). Determine which store you would shop at based on the sales and which items you would buy, stock up on, etc.). The contractor shall use the Individual Educational Plans that are promulgated based on the paired assessment and develop a curriculum for the group classroom work.

Month 3-6:
Student Group A - Classroom work for at total of 80 hours of instruction time. The classroom work must occur at a minimum of a weekly frequency and cannot be condensed into a time period less than 4 months/16 weeks. The preference is that this is done in a group setting, unless geography prevents this. If you are proposing to deliver this service and not hold group classroom time, please explain what you are
proposing and why this is being proposed. Applicants should look to a classroom schedule that has a minimal impact on the youth’s school/homework/extracurricular requirements (e.g. – one weekend class, 2 late afternoon or evening classes per week, a combination thereof, etc.). Classroom work should include the use of guest lecturers to present on relevant topics and field trips.

The provider will work in concert with the youth to set up a bank account at a local bank or credit union for the student, with the student being the sole owner of the account. During the classroom component of this program, the provider will issue a stipend to each youth for their hours of classroom participation at the rate of the current Connecticut minimum wage of the time. This stipend will be issued at a minimum frequency of monthly. If a youth is absent for a class, the provider does not provide the stipend funds for the missed classroom hours.

The provider is responsible for both the transportation to and from class for the youth and for ensuring that the transportation method used is efficient (e.g. a youth may not use public transportation if it would result in them spending more than one hour to/from total in transit). Note: start up funds for this service can be used to purchase a dedicated vehicle.

Months 7-12:
Student Group A – The contractor shall continue to use the Individual DCF Approved Life Skills Curriculum Educational Plan and the Individual Progress Report to guide the delivery of 1.5 hours per week of individualized life skills programming to each participant. This service shall be provided both in the community and at the foster parent’s home. During the individualized life skills programming period, participants are not provided with a stipend. Upon completion of the 11th month, the contractor will re-administer the DCF Life Skills Assessment to both the youth and the foster parent(s), when available. The contract will hold a Group Graduation for the participants in Group A, presenting each youth with a Certificate of Completion and a stipend in the amount of $125.00. The youth will be able to invite significant people from their life to the graduation.

Student Group B – This group will begin the cycle outlined above at this time. Months 7 and 8 will repeat Months 1 and 2 for this new group. Months 9 through 12 will repeat Months 3-6 for this group, and the following 6 months will be used to repeat Months 7 through 12 for this group of students.

At any given time, following the first 6 months of operation, providers contracted to serve more than 10 youth annually will be serving two (2) groups of youth concurrently; one group will be in the Month 1-6 phase and the other in the month 7-12 phase.

**STAFF**

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<thead>
<tr>
<th>Program Manager</th>
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<tr>
<td>Life Skills Educator</td>
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<tr>
<td>Life Skills Paraprofessional</td>
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**STAFFING PLAN REQUIREMENTS**

Program Manager: The Program Manager is responsible for direct, in-person supervision of the Life Skills Educator for 0.5 hours per week. This position manages the overall operations of the program, is responsible for all program reporting required by DCF, and supervision of all program staff. He/she will be responsible for all hiring in the program and will ensure that there is adequate staffing in the program at all times. They will conduct regular individual and group supervision of all Life Skills Educators on staff as noted above.

The candidate for Program Manager will have a Bachelor’s degree in Social Work, or a closely related field. They will have a minimum of five (5) years of experience working with children/adolescents and one year experience in administrative management and staff supervision.*
Life Skills Educator: The Life Skills Educator is responsible for the coordination and implementation of the educational program. Each classroom group, of no greater than 10 youth, will be taught by one Life Skills Educator. This Educator will provide the 5 hours of classroom education weekly to the group of students in the classroom cycle of the year program and will also provide 1.5 hours per week of 1:1 instruction to each youth from their respective prior classroom cycle.

The Life Skills Educator will work directly with DCF in regard to program referrals and admissions. This position shall be responsible for reviewing all eligible applications, meeting with the referred youth and their foster parent(s), when available to explain the program, review the curriculum guideline and home experiential component, and completing the DCF approved paired Life Skills Assessments. This position shall be responsible for reviewing all individual Life Skills Assessments to create a course syllabus utilizing the approved curriculum. This position shall provide both classroom education (80 hours) and individual education (1.5 hours per week, 36 hours in total) to each participant. This staff person will work hours that afford for classes to be offered evenings and/or weekends or any combination thereof, as approved by DCF. Any change to the schedule for the classroom cycle must be approved by DCF. They will be responsible for delivering all program components outlined in the Program Description Section of this RFP. This position will also interface with other agencies and entities in the local community to enhance client knowledge and involvement within their respective communities.

This position will be required to attend 90% of the DCF Community Based Life Skills Educators Meetings; these meetings are held monthly. Due to the need to train all Life Skills Educators in the Ansell Casey Life Skills Program, staff in this position will be required to complete such training, provided by DCF, prior to assuming their duties.

The candidate for Life Skills Educator will have a Bachelor's degree in Social Work, or a closely related field. They will have a minimum of one (1) year of experience working with children/adolescents.

Life Skills Paraprofessional: This position shall report to the Life Skills Educator and the Program Manager. Their main function will be to: 1) Provide transportation to/from the classroom sessions for youth participating in the classroom cycle of the program; 2) Be present in the classroom for all sessions; and 3) Provide group transportation, if necessary for course related field trips.

The Life Skills Paraprofessional will be required to have a high school diploma or equivalent and possess a valid Connecticut Driver's License. The provider shall be responsible for conducting a Department of Motor Vehicles check to verify the employee's license.

* - Should this RFP be awarded to an existing provider in any area of the state, that provider's current staff may be grandfathered into their current position as it relates to work formal educational and experience requirements. Upon the grandfathered staff vacating their position, the provider will be held to the educational and work experience requirement outlined in this section.

LINKAGES & CONTACTS
Strong and effective linkages with a full continuum of community based entities will be critical to the success of the Community Based Life Skills Education Program. Without the link to community services the youth will not be able to fully participate in a life skills education program that truly provides the tools to access and utilize community services as they become more independent and ultimately self sufficient. Because of the importance of these linkages, proposals that do not integrate or link the Community Based Life Skills Education Program to local community will be disadvantaged in the selection process.

ACCESS AND REFERRAL PROCESSING
Applicants can anticipate referrals to this program through the Department of Children and Families Area Office Social Workers utilizing a standard referral form. Applicants must develop a plan for a waiting list, to be approved by DCF, should such need arise.
LENGTH OF SERVICE

Length of service is for twelve (12) months. For more detail refer to the Program Description section of this RFP.

OPERATING HOURS

The Community Based Life Skills Education Program will be in operation at hours that are convenient to the schedules of the youth referred and shall take into account their participation in a full time education program in pursuit of their high school diploma and typical after-school activities that youth may participate in, e.g. sports, clubs, etc. Applicants are encouraged to submit proposals that are creative in the scheduling of class and include 5 hours per week of classroom time. Applicants proposals should reflect the provision of healthy snacks or meals for classes taking place at times that youth would normally be provided with a snack or meal.

There is not a need for the Life Skills Educator or Life Skills Paraprofessional to be on call. However, in light of the probability of evening and weekend classroom time, field trips, etc., the contractor must have an on call system for managerial or supervisory intervention should the need arise after regular agency business hours.

SERVICE ELEMENTS

All Community Based Life Skills Education Program providers will be expected to provide a range of life skills education services that include:

- Interviews with prospective students
- Program presentations to prospective students and their foster parent(s)
- Completion of an initial paired Life Skills Assessment and Strengths/Needs Assessment for all youth enrolled
- Development of an Individual Life Skills Education Plan for each youth, based on the youth’s assessment report
- Development of a tailored curriculum and corresponding syllabus for each student group
- Review the progress of each student monthly, documenting the progress on the respective youth's Individual Life Skills Progress Report
- Development of an individual curriculum for each youth for the 7th to 12th month of their participation in the program, utilizing their initial assessments and their individual progress during the classroom component of the program
- Completion of a paired re-assessment of each youth in their 11th month.
- Organize a graduation for each group of students as described in the Program Description section of this RFP
- Active partnerships with community entities for field trips, resources, and to present to students on relevant topics

Respondents should address each of the above components, setting forth how they will provide and integrate these elements into their Community Based Life Skills program. Applicants must describe how they will ensure that youth’s cultural, linguistic, spiritual and faith needs will be addressed within the aforementioned service elements. This includes providing opportunities for the youth to experience and maintain traditions, food and activities that are integral to their culture and heritage. Respondents’ budgets must demonstrate a nexus with these service components.

TRANSPORTATION

The program is responsible for providing transportation for youth to the Life Skills classes. It is preferred that the program not use public transportation as a regular means for youth to get to/from class. It is encourage that programs schedule outings using public transportation where the youth can use public transportation in a supported, learning environment. Should a program elect to use public transportation, they will be responsible for any costs, including lost bus passes, associated with this and will also ensure that no youth is in transit for greater than 30 minutes from portal to portal each way. Any youth that would be in transit for greater than 30 minutes each way will not be eligible for use of public transportation. Classroom session may not be reduced in time to accommodate public transportation schedules or changes to such schedules. The applicant will detail their plan to provide safe transportation for youth served in the program.
Start up funds may be used to purchase a vehicle(s) for transportation.

COMMUNITY BASED SERVICES

The successful applicant for a Community Based Life Skills Education Program will articulate a model that is comprehensive, age, and developmentally appropriate to the target population. Moreover, the model shall address a community based plan for supporting the youth’s connection and integration with the community as a maturing young adult.

SERVICE SATISFACTION

A youth’s wishes, interests, goals, freedom and autonomy should be respected and cultivated. The Community Based Life Skills Education Program will be attentive to the needs of the youth served. Respondents shall detail a mechanism to collect and formally address substantive issues that may be revealed and measure client satisfaction with the program. As part of their ongoing Quality Assurance efforts, providers will be expected to administer to the youth served, an age appropriate satisfaction survey in the 5th and 11th months. The Department will work with the successful applicants with respect to the tools and/or measures that will need to be used.

OBJECTIVES & PROPOSED PERFORMANCE MEASURES & OUTCOMES

A. The population identified in this RFP will be served.

A1. 100% of the eligible youth referred will be served.

B. 100% of the youth and their foster parent(s), when available, will take an active part in the assessment and education process

B1. The program will meet individually with each youth to explain the program components and to complete a Life Skills Assessment utilizing the DCF approved materials prior to the start of the class work.

B2. The program will contact the youth's foster parent(s) to review the program requirements, the need for a partnership for the benefit of the youth, the homework component and the need for input from the foster parent(s) prior to the start of class.

B3. The program will meet individually with or contact the foster parent(s), when available, to complete a Life Skills Assessment utilizing the DCF approved materials prior to the start of class.

C. Each youth will have an Individualized Life Skills Education Plan. Each group will have a Group Life Skills Educational Plan.

C1. Utilizing the results of the abovementioned assessments, the program will develop an Individual Life Skills Education Plan for 100% of the enrollees within the first 45 days of their enrollment.

C2. For 100% of the youth completing the classroom portion of the cycle, the program will review the Individual Life Skills Education plan and Individual Life Skills Progress Report to determine the curriculum for the individual 1:1 work to be done in the last 6 months of the program year.

C3. Utilizing the results of the abovementioned assessments, the program will develop a classroom curriculum for each group and a syllabus within the first 55 days of the program cycle. This syllabus will be provided to each youth at the first class, with an additional copy to be shared with their foster parent(s).

D. Youth will increase their life skills throughout the entire program.

D1. During the classroom portion of the cycle, 85% of the youth will show a 10% increase in their mastery of life skills each month, as documented on the IPR, for a total mastery increase.
D2. During the individual 1:1 portion of the cycle, each youth will show a 10% increase in their mastery of life skills, as documented on the IPR, for a total mastery increase of 60%.

FOSTER PARENT(S) INVOLVEMENT

The program will emphasize the foster parent(s) as involved parties in supporting and reinforcing the youth’s life skills and will involve them through participation in the assessment process, ongoing communication regarding the course syllabus, curriculum, homework, and ways that they can provide verbal feedback as to the youth’s progress in mastering specific life skills.

MULTI-CULTURALLY & LINGUISTICALLY COMPETENT SERVICES

A point of emphasis for the Community Based Life Skills Education Program will be the ability to provide culturally and linguistically competent services. The program will assist youth desiring involvement with culturally and linguistically competent groups, organizations and programs within the community through referrals and/or the provision of information on such groups, organizations, and programs.

Applicants are to describe how they will infuse cultural and linguistic competency into the service approach and programming. Please describe your organization’s efforts and achievements in providing culturally and linguistically competent services and your experience in successfully providing services to a diverse population.

DCF youth referred to this program may speak a language other than or in addition to English. Applicants should note how they would deliver services to such youth.

DATA REPORTING

Community Based Life Skills Education Program providers will be expected to submit ad hoc and monthly data to the Department. This 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);
- Utilization Data (number served, referral source, average length of stay, readmission rates, etc.)
- Progress Data (e.g., educational, life skills attainment, social and interpersonal, community integration and involvement, permanent connections, etc.);
- Transition/Graduation Information, including certificates of completion.
- Community connections.
- Quarterly Individual Progress Reports for each enrolled youth.
- Curriculum and syllabus for each group.
- The annual local area resource directory.

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.

Applicants are required to identify their current technological capabilities, including the operating system(s) utilized at present.

Applicants are required to possess or submit a plan to possess the necessary technology to use the Ansell Casey Life Skills program, a web based program.

SITING AND CAPACITY

The Community Based Life Skills Education Programs must have a classroom facility in a centrally located area that is within the catchment towns of the Area Office they are applying to serve. Additionally, the program should have access to space for: classroom sessions, offices; individual meetings, interviews, and
storage of confidential files. Any space utilized should be situated in a safe location and should be neat, and clean, properly furnished, well lit and free of infestations.

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<tr>
<th>Area to Be Served</th>
<th>Funding Level</th>
<th>Annual Number of Youth to be Served</th>
</tr>
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<td>Metro New Haven (Metro New Haven DCF Office):</td>
<td>$74,625</td>
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<td>City of New Haven</td>
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<tr>
<td>Greater New Haven (Greater New Haven DCF Office):</td>
<td>$74,625</td>
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<td>Ansonia, Bethany, Branford, Derby, East Haven, Hamden,</td>
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<td>Milford, North Branford, North Haven, Northford, Orange,</td>
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<td>Seymour, Shelton, West Haven and Woodbridge</td>
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<tr>
<td>Hartford Proper (Hartford DCF Office):</td>
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<tr>
<td>Suburban Hartford (Hartford DCF Office):</td>
<td>$74,625</td>
<td>15</td>
</tr>
<tr>
<td>Bloomfield, West Hartford, Windsor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUDGET & BUDGET NARRATIVE**

This RFP describes established models and staffing. This RFP outlines exactly what the DCF is seeking to purchase. Proposals with budgets exceeding the available dollars in the model promulgated or that significantly alter the model or have any reduction in the stipend for the youth will be viewed as non-responsive.

Applicants are required to submit a program budget and corresponding budget narrative with their response. Additionally, applicants are required to submit a start up budget and corresponding start up budget narrative as part of the application. Start up budgets should follow the formula below:

<table>
<thead>
<tr>
<th>Program Size:</th>
<th>Start Up Budget Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serving between 15-25 youth annually</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

Budsgts should be submitted on the DCF Consolidated Budget Form which can be accessed at: [http://www.ct.gov/dcf/lib/dcf/contract_management/xls/consolidated_budget_fy08.xls](http://www.ct.gov/dcf/lib/dcf/contract_management/xls/consolidated_budget_fy08.xls)


**POLICY AND PROCEDURE**

Policy and Procedure is an integral component of the successful implementation of the Community Based Life Skills Education Program. As part of the application, please submit a copy of the two policies/procedures identified below in bold and underlined type as part of the proposal. Additionally, please include a copy of the policies and procedures table of contents. Prior to program implementation (but not as part of the application materials) each provider will be expected to develop and submit for review, a policy and procedure manual that includes but is not limited to the following:

- Interview Process
- **Working with Foster Parents: A Detailed Plan on How to Engage and Collaborate with Foster Parents**
- Records: Case Management Records; Medical Records; HIPAA Guidelines; Record Retention and Storage
- Safety of Clients
- Management of Emergencies
- Child Abuse and Neglect Reporting
• Partnering with Community Agencies
• Graduation/Discharge Planning and Process
• Quality Assurance and Critical Incident Review
• Statistical Records and Reports
• Client Satisfaction Survey Process

The Community Based Life Skills Education Program will also develop a Portfolio for each student that will become a resource for them during and after the program, including but not limited to items such as: Certificate of Graduation; course materials; a local area resource directory compiled and updated annually by the provider; essential documents e.g. – birth certificate, social security card, etc.; bank statements. This portfolio will be durable and portable.
PREPARING A RESPONSIVE APPLICATION

Applicants will note that a variety of questions and submission requirements have been included throughout the RFP. These questions and submission requirements are repeated below. Respondents must review the RFP in total to ensure that these required questions and response elements are adequately and sufficiently addressed based upon the context of the respective service(s) and sections within this guidance. Further, some sub-sections within the RFP do not articulate a specific question to be answered. Instead, they might include information about how a particular process will occur (e.g., referrals, length of service, hours of operation, etc.) 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/REVIEW CRITERIA

Applicants must address the following questions and provide the following information within their submission. Respondents should review these questions and requests within the context of the corresponding sections within the RFP to better ensure that the submitted answers and information fully address the components of this guidance.

1) Provide a written overview of your organization including years in operation, mission, philosophy, vision, experience providing community based services, activities to support DCF objectives, current range of services the organization provides and the resources that would be brought to the Community Based Life Skills Education Program.

2) Describe your organization’s experience in providing services to children and adolescents, connecting adolescents to their respective communities, and supporting educational/vocational programs for adolescents. Provide information that supports this description.

3) Describe your organization’s experience in working with systems representing the other mandates of the Department including prevention, substance abuse, juvenile justice and child welfare services.

4) Describe your organization’s membership status in the local Managed Service System (MSS), and provide documentation of your record of collaboration with local systems of care, MSS, DCF, community providers, local education entities, and other involved parties.

5) Describe how your organization will deliver a Community Based Life Skills Education Program which meets the program as outlined in this RFP in regard to service delivery, program description, staffing and funding levels.

6) Describe, in detail month by month, the services your organization will deliver for the twelve months of service each youth will receive. Include a breakdown of what staff will be used for which function and the hours they will work on a weekly average for each month of the schedule.

7) Describe what classroom scheduling methods your organization will use to ensure that classes are offered at times when youth are out of school. Applicants’ proposals that reflect classroom times at times when youth would normally be provided with a healthy snack or meal (e.g. right after school or dinner time) should identify their plan to provide such snack or meal.

8) Describe the method(s) your organization will use to provide transportation to the students.

9) Describe how your organization will ensure that the Community Based Life Skills Program site is easily accessible, located in a safe area, and has the facilities and space described within this RFP.

10) If your organization has a site secured or an agreement to use a specific site, provide information on that site including the location/address and a description of the physical plant.

11) Describe your organization’s experience in working with the range of community providers and provide copies of any Memoranda of Agreement or subcontracts you intend to utilize in delivering the Community Based Life Skills Education Program.

12) Describe how your organization will link the Community Based Life Skills Program to the local community.

13) Identify three (3) program components, resources, supports and/or services that you believe will be critical in order to assist youth in this program to maximize educational outcomes. Detail your plan to develop and/or integrate these components into your service delivery practices.

14) Describe what measures will be taken, within the program model, to ensure that each youth’s educational outcomes are maximized. Detail your plan to implement these measures.
15) Describe how the program structure and activities will foster youth engagement in the process of learning and exploration. A proposed schedule, both weekday and weekend, of daily activities and opportunities that will be provided to the youth should be submitted to support this description.

16) 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 may serve.

17) Describe your organization’s documented efforts and achievements in providing culturally, linguistically, and spiritually competent care and your experience in successfully providing services to a diverse population.

18) Describe the technological skills your organization possesses which will support the use of computer based applications in the daily programming of the Community Based Life Skills Program.

19) Describe your organization’s history of sound fiscal management processes, fiscal stability, and the ability to manage public contracts and public grants.

20) How will your organization leverage other resources to support the Community Based Life Skills Program? Please describe the resources your organization possesses to engage in such activities related to capacity to leverage other resources to benefit the program (e.g., in-kind, philanthropic, etc.).

APPLICATION INSTRUCTIONS and REVIEW INFORMATION

INSTRUCTIONS FOR COMPLETION

Submitted applications must conform to the following format requirements:

<table>
<thead>
<tr>
<th>Page Limit</th>
<th>40 (excludes Cover Page, Table of Contents, Application Budget, Application Budget Narrative, and Appendices)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policies and Procedures (Appendix 11)</td>
<td>8 page limit (4 pages each)</td>
</tr>
<tr>
<td>Font Size</td>
<td>Times New Roman 12 pt</td>
</tr>
<tr>
<td>Margins</td>
<td>1 inch all sides</td>
</tr>
<tr>
<td>Line Spacing</td>
<td>Double</td>
</tr>
</tbody>
</table>

APPLICATION FORMAT

Note: Applications should be packaged with the information in the order as follows:

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

Please ensure that all pages are numbered.

APPENDICES

The following appendices are to be included with the proposal:

| Appendix 1 | 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 | CHRO Notification to Bidders Form** |
| Appendix 6 | CHRO Evidence of Nondiscrimination Form ** |
| Appendix 7 | CHRO Employment Information Form** |
| Appendix 8 | Subcontractor Profile Form(s) |
| Appendix 9 | Consulting Agreements Affidavit** |
| Appendix 10 | Certificate of Incorporation |
| Appendix 11 | Policies and Procedures (Refer to POLICY AND PROCEDURE section in the RFP) |

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 memorandum in which an agency, organization or individual will be providing a concrete service for the proposed program (e.g., Staff, Training, Space, etc.).
** Applications lacking these forms and evidencing materials will be rejected from award consideration. The Consulting Agreement Affidavit must be included, signed and notarized

**SUBCONTRACTOR PROFILE**

(COMPLETE FOR EACH SUBCONTRACTOR)

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

<table>
<thead>
<tr>
<th>BRIEF DESCRIPTION OF SERVICES PROVIDED BY THE AGENCY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICES TO BE PROVIDED RELATED TO THE SERVICE/PROGRAM</th>
</tr>
</thead>
</table>
LETTER OF INTENT  
(NON-BINDING)

This is to advise you that our agency is planning to apply for funding in response to the RFP entitled “Community Based Life Skills Education Program.”

AREA OFFICE TO BE SERVED: 
CHECK ONE ONLY

- Greater New Haven
- Metro New Haven
- Hartford
- Hartford (Bloomfield, Windsor, West Hartford)

| AGENCY NAME: |
| FEIN: |
| AGENCY ADDRESS: |
| AGENCY CONTACT: |
| POSITION/TITLE: |
| TELEPHONE NUMBER: |
| FAX NUMBER: |
| E-MAIL ADDRESS: |

Letter of Intent must be received by July 3, 2008, to the following person:

Sara Wilhelm  
Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106

E-mail: sara.wilhelm@ct.gov
COVER SHEET

Community Based Life Skills Program
Request for Proposals

Name of Agency: ________________________________________________

Address: _______________________________________________________

Application Contact Person:
______________________________________________________________

Contact Person Phone & Fax:
______________________________________________________________

Contact Person Email Address:
______________________________________________________________

AREA OFFICE TO BE SERVED:
CHECK ONE ONLY

☐ Greater New Haven    ☐ Metro New Haven    ☐ Hartford    ☐ Hartford (Bloomfield, Windsor, West Hartford)
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 Bidder’s CHRO Compliance Package is to be obtained from the DCF website: www.ct.gov/dcf
   1. Click on “Forms”
   2. The Bidder’s CHRO Compliance Package and Evidence of Nondiscrimination Form Guidance are found under the “Contracts Management” heading

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

Administrative Expectations

Please see Exhibit A to view the terms and conditions for DCF funded contractors. Standard State of Connecticut contract requirements are available at the following Office of Policy and Management website: http://www.opm.state.ct.us/finance/pos_project/contract.htm
SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

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

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

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

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

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

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

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

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

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

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

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)
If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

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

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

**AFFIDAVIT:**  [ Number of Affidavits Sworn and Subscribed On This Day: ___1___ ]

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

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

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

If YES:  
Name of Former State Agency  
Termination Date of Employment

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

Printed Name of Bidder or Vendor  
Signature of Chief Official or Individual  
Federal Employer ID No. (FEIN)  
Printed Name (of above)  
Awarding State Agency  
or Social Security Number (SSN)  
Sworn and subscribed before me on this _______ day of ____________, 200__.

___________________________ _________________________________ __________________
Printed Name of Bidder or Vendor  Signature of Chief Official or Individual  Date

___________________________ _________________________________ ___________________
Federal Employer ID No. (FEIN)  Printed Name (of above)  Awarding State Agency
or Social Security Number (SSN)  
Sworn and subscribed before me on this _______ day of ____________, 200__.

Commissioner of the Superior Court  
or Notary Public

DEPARTMENT OF CHILDREN AND FAMILIES
D. Department Specific Provisions

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

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

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

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

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

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

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

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

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

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

   The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
Any person who makes an expenditure prohibited by subsection (a) of this section shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

3. Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state:
   (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

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

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

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

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

8. **Annual Audit:** No later than six months after the close of the Contractor’s fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The annual audited financial statements must provide information about income and expenses for each program regardless of funding source, and identify Department funds for each program. The Department reserves the right to receive a copy of any audit for related parties under common control. Where the Contractor’s fiscal year end does not coincide with the state fiscal year end (June 30), the annual audited financial statements must include a statement that shows the breakdown of expenditures for each Department-funded program or service type, for the Contractor’s fiscal year. This schedule of expenditures by contract year must be filed at the same time as the audit report. Additional audits may be performed by the Department (in accordance with Conn. Gen. Stat. Sec. 4-234) as it deems necessary. The Contractor shall provide all financial records upon request or within a timeframe acceptable to the Department. Failure to comply may, at the Department’s discretion, result in penalties to the Contractor including, but not limited to, reduced funding, delay in payments, and license enforcement action.
9. **Third Party Beneficiary:** This Agreement is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.

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

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

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

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

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

14. **Program Closure and Transition:** In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor’s obligations to facilitate such transfer; and such other issues as are pertinent to the specific situation.

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

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

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

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

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

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

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

16. Pre-Service Training: The Contractor agrees to provide the following training to all direct service employees prior to providing autonomous direct service to children and youth served through this contract:
   • Blood born pathogens (universal precautions)
   • CPR
   • Effective communication and limit setting
   • Crisis management/Behavioral interventions
   • Mandated reporting
   • Medication Administration

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

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

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

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

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

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

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

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

24. Connecticut Behavioral Health Partnership: The Contractor agrees to comply with procedures instituted by the Connecticut Behavioral Health Partnership for authorization and registration of client services.

25. Sovereign Immunity. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

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

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

2. Fiscal Reports:

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

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

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

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

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

4. Payments

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

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

An initial contract payment of federal funds representing three months in the amount of one-fourth (1/4) of the total annual federal funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the full execution of this contract and receipt of federal monies by the Department in compliance with the federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. Seq. of (1990).
C. Subsequent payments: In the second and third quarters of the state fiscal year, payments, each representing three months in the amount of one-fourth (1/4) of the total contract amount, will be authorized by the Department contingent upon the availability of funding. Either of these payments may, at the Department’s discretion, be withheld in whole or in part pending receipt of the Annual Financial Report.

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

E. When the Department’s review of the Contractor’s financial reports or on-site examination of the Contractor’s financial records indicates that under expenditure or under utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days’ written notification to the Contractor. Payment adjustments may be made for the following:
   1. utilization;
   2. receipt and approval of required reports within the time frames established by the Department;
   3. actual expenditures reflecting a reduction in projected total annual expenditures; or
   4. offset of any unallowable expenditures or unexpended funds owed from a prior award or a previously terminated contract.

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

   B. The following annual variances from the approved budget are allowable without prior Department approval:
      1. Line item expenses within Department-funded program cost centers up to 5% of each line item or $5,000, whichever is greater;
      2. Individual salary variances within Department-funded program cost centers up to 10% or $3,500, whichever is greater.

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

   C. The Contractor may request approval from the Department to exceed the above-stated limits for variances, provided that request is submitted on the appropriate Budget Revision forms, with the eight month financial report for requests concerning the first eight months of the budget period and with the year end report for requests concerning the last four months of the budget period.

   D. Variances that exceed the allowable limits specified herein and that do not have a Department-approved budget revision will be treated as disallowed expenses and may, at the Department’s discretion, be required to be returned to the Department.

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

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

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

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

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

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

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

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

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

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

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

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

D. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.

E. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.

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

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

1. Reporting Requirements: The Contractor shall supply all applicable reports required by the Department.
2. **Fiscal Reports:** Residential providers shall submit Single Cost reports in accordance with the regulations of Connecticut state agencies Section 17a-17-1 through 17a-17-16.

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