Adolescent Substance Abuse Treatment Programs
A-CRA / ACC
(Adolescent Community Reinforcement Approach / Assertive Continuing Care)

REQUEST FOR PROPOSALS

June 28, 2013

State of Connecticut
Department of Children and Families

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

REQUEST FOR PROPOSALS (RFP)

PROGRAM TITLE

Adolescent Community Reinforcement Approach / Assertive Continuing Care [A-CRA / ACC]

OVERVIEW

The Connecticut Department of Children and Families (DCF) is accepting applications for the provision of A-CRA/ACC services. The purpose of the program is to provide evidence-based outpatient substance abuse treatment services statewide to adolescents age 12-17 years inclusive. All selected providers will be required to implement the evidence-based models Adolescent Community Reinforcement Approach (A-CRA) coupled with Assertive Continuing Care (ACC); participate in training, coaching and quality assurance activities to ensure the successful implementation of the model program; and use the Global Appraisal of Individual Needs-Q3 (GAIN-Q3) standardized assessment, in addition to other A-CRA and ACC tools such as the Happiness Scale.

A-CRA is a behavioral intervention that seeks to replace environmental contingencies that have supported alcohol or drug use with pro-social activities and behaviors that support recovery. This program will be implemented in an outpatient clinic setting. A-CRA has been adapted for use with ACC which provides home visits and case management services to youth following a course of A-CRA or an intensive in-home service for adolescent substance abuse treatment. DCF will select ***up to six providers*** to deliver A-CRA/ACC in up to six service delivery regions (one provider per region), the total regions served being dependent upon the availability of funding. If federal grant monies are received, one provider may be selected in collaboration with the Department of Mental Health and Addiction Services (DMHAS) as a pilot site (region) to provide the A-CRA/ACC service to youth age 12-24 years inclusive.

SCHEDULE OF DATES

RFP Development	May 2013
RFP Published	June 28, 2013
TA - Bidders Conference	July 9, 2013 - 10 a.m. - noon
Deadline for Submission of Questions	July 15, 2013 by 3:00 p.m.
Questions and Answers Posted to Website	On or about July 22, 2013
Deadline for Receipt of a Mandatory Letter of Intent*	July 22, 2013 by 3:00 p.m.
Deadline for Receipt of Proposals	August 29, 2013 by 3:00 p.m.
Anticipated Date of Contract Execution	November 1, 2013

* **Note**: A Letter of Intent is a mandatory requirement. Proposals received without a letter of intent submitted by the deadline will not be reviewed.

SOURCE OF FUNDS
The A-CRA/ACC program will be funded primarily by state dollars, with the possibility of Federal funding augmenting some aspects of the program. All applications, regardless of source of funding, will be awarded by the department using a competitive procurement process. Any and all awards will be contingent upon the continued availability of funding.

AMOUNT AND TERMS OF AWARD
The department anticipates funding *up to* six provider sites (one provider site per DCF service delivery region). The cost of the service per site will be $322,500 per annum with an annual department grant award of $292,500. It is anticipated that at least $30,000 will be accessible to each provider through third party billing. Monies over those needed to fund the program may be retained by the contractor. The department reserves the right to adjust the amount of the award in the future, depending on third party payments.

The assignment of DCF offices to regions changed within the past few years. The regions are divided by Area Offices as outlined below:

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Bridgeport, Norwalk, and Stamford	Milford and New Haven	Middletown, Norwich, and Willimantic	Hartford and Manchester	Danbury, Torrington, and Waterbury	Meriden and New Britain

A separate application is required if applicants are responding to serve more than one region.

If federal funds are obtained by DCF, these funds will be used to expand the number and/or types of clients served by the selected provider sites. For example, federal funds may be used to establish a pilot site serving adolescents and young adults (age 12-24 years) with A-CRA/ACC in collaboration with the Department of Mental Health and Addiction Services (DMHAS). Alternatively, federal funds may be used to expand the annual number of unique adolescent clients served with A-CRA/ACC by each selected provider site. The receipt of federal funds is necessary to fund two of the six regions. If federal funds are not received, regions 1, 2, 3, and 5 will be funded. If federal funds are received determination of pilot region(s) will be made at that time. Applicants are encouraged to submit a pilot eligible response in the event that the preferred region(s) is selected for the pilot.

PERIOD OF AWARD
The funding period will be determined in conjunction with the contractor (s) based upon the anticipated start of the service; up to a three (3)-year contract will be executed. Continued funding will be contingent upon performance of the contractor(s) and the continued appropriation and availability of funds to the department.

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 and those it serves. 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 and those it serves.

ELIGIBILITY

Applications will be accepted from private and public agencies in good standing with the State of Connecticut. A current investigation of Medicaid fraud or a judgment involving Medicaid fraud within the past five (5) years excludes a contractor from participation. Proposals from applicants who appear on the United States General Services Administration Excluded Parties List or the State Debarred Contractors List will not be considered. Consideration will be taken for applicants whose agency has required one or more corrective action plans in the past two years. Such applicants are not automatically ineligible but the history may be a factor depending on particular circumstances.

The department believes that only existing, experienced and appropriately credentialed organizations with demonstrated infrastructure and expertise will be able to provide the required services efficiently and effectively. In addition, the department seeks to fund organizations that demonstrate readiness to implement all components of the Affordable Care Act (ACA).

Awarded contractors must meet the following additional requirements related to the provision of A-CRA/ACC services:

1. Have a minimum of two years experience (as of the due date of the application) providing relevant services in the DCF region(s) in which services are to be provided under this RFP.
2. Comply with all local and state licensing, accreditation, and certification requirements related to the provision of A-CRA/ACC services for adolescents with or without the addition of the young adult target population, as of the due date of the application.
3. Demonstrate experience and proficiency collecting and reporting program performance and monitoring data required by contract. These data include but are not limited to reporting to the department numbers of unique clients served, their demographic characteristics, results of standardized measures (e.g., GAIN, OHIO Scales, etc.), presenting problems, length of stay, and discharge status.
4. Attest to their ability to utilize third party and other revenue realized from the provision of A-CRA/ACC services to the extent possible.
5. Have an electronic health record (EHR) technology. The Affordable Care Act (ACA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act place strong emphasis on the widespread adoption and implementation of EHR. A certified EHR is a system that has been tested and certified by an approved Office of National Coordinator's (ONC) certifying body.

SUBCONTRACTING

Subcontracting in whole or part of the A-CRA/ACC program to another entity is not allowed under this request for applications.

<u>However, if providing services for 12-24 year old pilot site, a collaborative agreement between adolescent and adult agencies is acceptable.</u> If an applicant is intending to submit an application for the pilot site in which a sub-contractor will be utilized for some portion of a service element, a justification for sub-contracting and a detailed delineation of exactly what components of the service model the contractor versus the subcontractor will be providing must be included. Subcontractors

must meet the eligibility criteria listed above. The contractor will be fully accountable for the performance of the subcontractor.

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 "hold harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the department prior to the performance of services.

AFFIRMATIVE ACTION

All awarded agencies will be required to submit an affirmative action plan prior to the execution of a contract. It is not necessary for applicants to submit an affirmative action plan at the time of the response.

TECHNICAL ASSISTANCE/BIDDERS CONFERENCE

A non-mandatory, Technical Assistance (TA)/Bidders Conference is scheduled for Tuesday, July 9th, 2013 from 10:00 a.m. - noon at the following location:

Department of Children and Families
8th Floor A/V Conference Room
505 Hudson Street
Hartford, CT 06106

NOTE: Copies of the RFP will not be available at the TA meeting. Respondents are asked to bring a copy of the RFP with them to the TA for reference.

QUESTIONS CONCERNING THIS RFP

Questions concerning this RFP, both its content and process, must be received no later than 3:00 p.m., local time, July 15, 2013, via e-mail directed to Maria Kastenhuber, e-mail: maria.kastenhuber@ct.gov. The Department will post responses to the DAS website http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1 on or about July 22, 2013.

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

LETTER OF INTENT AND CONTACT PERSON

A non-binding Letter of Intent **is required**; no application will be reviewed for award from any respondent 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 no later than **3:00 p.m., local time, on July 22, 2013**. Faxed or e-mailed copies of the Letter of Intent will be accepted.

Maria Kastenhuber
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
email: maria.kastenhuber@ct.gov; Fax: 860- 560-7084

Please notify the above DCF contact person if, within 24 hours of your having e-mailed or faxed your Letter of Intent to the department, you have not received a confirmation of its receipt.

GRANT APPLICATION DEADLINE

The contact person (see below) must receive one (1) original and eight (8) copies of each Respondent's application. The copies must be received by Elizabeth D'Amico no later than **3 p.m., local time, August 29, 2013** at the following DCF location (see also "Application Instructions" section):

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

Each copy must be complete, collated, and ready for reviewers. Please clip submissions; *do not use binders*. Please note that faxed or electronic versions (e.g., e-mailed) of the application will not be accepted. Also, **no applications will be accepted for review after the due date and the time stated above**.

BACKGROUND

Since the mid 1990s, the department has funded six clinic-based outpatient Adolescent Substance Abuse Treatment (ASAT) Programs covering four (4) of the six (6) current DCF regions. These ASAT programs provide outpatient and/or intensive outpatient services to approximately 500 adolescents age 12 - 17 years annually who are using, abusing or dependent on alcohol and/or other drugs. Without a designated model to structure these programs, each of the current ASAT providers developed its own approach to serve the youth in their region. Although some of these programs use components that are evidence-based practices (EBP) (e.g., cognitive behavioral therapy, motivational interviewing, Seven Challenges), they lack the support of ongoing training, coaching, quality assurance, and oversight by the model developers or local experts to ensure high quality services are being delivered. EBP models use quality assurance approaches to ensure clients are rapidly engaged and retained in treatment, and staff are using proven clinical approaches that best meet the needs of clients to improve client outcomes. The relative effectiveness of the current ASAT program is reviewed through DCF's program data from the Program and Services Data Collection and Reporting System (PSDCRS). These data reveal that clients receiving the existing ASAT services are less likely to stay in treatment and achieve treatment goals compared to clients receiving evidence-based substance abuse treatment services like Multi-Systemic Therapy (MST) and Multi-Dimensional Family Therapy (MDFT) implemented with high fidelity. Between state fiscal years 2010-2012, 48% of ASAT clients remained in treatment at least the 90 days recommended by SAMHSA, compared to 77% of youth who received MST and 74% of youth who received MDFT. PSDCRS data also reveals that ASAT clients are less likely to meet their treatment goals than the comparable programs. From

July 1, 2009 to May 20, 2013, 40% (516) of the 1,059 adolescent clients who were discharged from an ASAT program met all or most of their treatment goals compared to 66% of youth discharged from all MST and MDFT programs during the same time period.

In alignment with the department's strategic plan to address adolescent substance abuse, implementation of A-CRA/ACC aims to improve the outcomes of youth by expanding the use of evidence-based substance abuse treatment services to the outpatient level of care, the only level of care within the adolescent substance abuse treatment portfolio where EBPs currently are not required by the department. Over the past decade, DCF has made significant investments in infrastructure and policy to support the implementation and dissemination of EBPs for treating adolescent substance abuse. These investments have included strong collaborations with model developers to ensure that a high-quality service system is developed and sustained. EBP models demonstrate good outcomes that have been proven through strict research protocols. Research also has shown that improved outcomes are met only when service providers receive ongoing training, oversight, and model fidelity monitoring during implementation of an EBP. DCF sees this procurement as its first opportunity to expand EBP for adolescent substance abuse treatment (A-CRA) into the outpatient clinic arena, as well as to provide recovery support services (ACC) to extend the benefits of A-CRA or an intensive in-home service (such as MST or MDFT). Furthermore, this RFP also provides the opportunity to expand access to this service beyond the current service areas and potentially state wide.

DESCRIPTION OF THE MODELS

A-CRA Service Model: The Adolescent Community Reinforcement Approach (A-CRA) is an adaptation of the Community Reinforcement Approach (CRA), which was initially developed and tested with adults (Azrin et al., 1982; Hunt & Azrin, 1973; Smith et al., 1998). A-CRA is a behavioral therapy that seeks to use social, recreational, familial, school, or vocational reinforcers and skill training so that non-substance using behaviors are rewarded and can replace substance use behavior (Meyers & Smith, 1995). It uses a positive, non-confrontational approach, while emphasizing engagement in positive social activity, positive peer relationships, and improved family relationships. The intervention consists of nineteen procedures delivered over a period of 90 days. Clinicians draw upon the menu of procedures based on individualized adolescent needs and goals. There are three types of A-CRA sessions: adolescents alone, parents/caregivers alone, and adolescents and parents/caregivers together. Clinicians conduct one session weekly for an average of 13 sessions during the 90-day intervention. Four sessions are designed specifically for parent/caregivers. Urine drug screens (UDS) are conducted with youth as indicated, at minimum once per month.

Assertive Continuing Care (ACC): is designed to follow a primary episode of treatment to help sustain recovery. ACC uses A-CRA procedures to structure sessions; however, more emphasis is placed on helping youth follow-through with needed education/GED services, juvenile justice compliance, accessing healthcare, etc. ACC and case management services are delivered in the home and community to increase the likelihood that adolescents link to and participate in this continuing care approach within 14 days of discharge from the prior treatment episode. Case management activities with youth are included to increase recovery support through linkage and transportation services to assist them in participating in recovery-enhancing activities (12-step involvement, job finding, pro-social/recreational activities, school, etc.). Responding to NIDA recommendations that longer retention (> 90 days) results in better treatment outcomes, during this phase of treatment ACC clinicians continue to meet weekly with adolescents and/or their caregivers for another 90-day

period. Thus, selected providers will deliver 90 days of outpatient A-CRA followed by 90 days of community-based ACC. This sequencing takes advantage of the A-CRA procedures incorporated within ACC, and also has the advantage of facilitating retention for adolescents and families by switching to home, school, or other community visits and adding case management services to assist with accessing other services (e.g., GED, medical). Treatment retention has proven to be a significant challenge (OAS, 2005) for clinicians, thus ACC provides a means to increase retention by reducing barriers to ongoing clinic-based treatment participation and reinforce the skills learned during the initial phase of treatment in the adolescent's natural environment.

Training and Certification: In addition to its well-established record of clinical effectiveness with adolescents and their family, A-CRA/ACC was selected because it has a well-tested process of simultaneous training, certification, and train-the-trainer which supports sustainability of the intervention. It includes an initial two-and-a-half-day face-to-face training, online courses with supplementary material, and the use of a website for uploading digital recordings of therapy sessions. The recordings are reviewed by intervention experts who have been trained to rate A-CRA procedures and provide written feedback to clinicians and supervisors through the secure website dedicated to this purpose. Additionally, coaching calls provide expert supervision to answer questions and review procedures until a local supervisor is trained. The supervisor certification process fosters sustainability at the agency level.

Addressing Health Disparities with A-CRA/ACC: In addition to English, materials are available in several different languages (Dutch, French, Portuguese, and Spanish). Since the approach is based on individualized reinforcers and needs, it is flexible to address differences based on demographics, including but not limited to language and literacy, sexual identity, and disability. A-CRA/ACC has been implemented in organizations serving diverse urban youth, suburban youth, youth located along the borders with Mexico, and in rural areas. In rural areas, many youth were seen in school based programs. In all sites, clinicians and supervisors have been able to achieve certification in the model. Likewise, in those sites that have collected outcome data, these data have demonstrated improvement.

A-CRA/ACC Effectiveness: The effectiveness of A-CRA and ACC for adolescents is supported by several randomized clinical trials. In the multi-site Cannabis Youth Treatment study A-CRA was shown to be one of the most cost-effective interventions for reducing adolescent substance use (Dennis et al., 2004). Since then numerous studies have proven its effectiveness with a variety of subpopulations among adolescents and young adults. Populations which have been reflected in A-CRA studies include the homeless (Slesnick, Prestopnik, Meyers, & Glassman, 2007; Smith, Meyers, & Delaney, 1998), young adults and transition aged youth (Slesnick et al., 2007; CSAT's AAFT-3 Transition Age Youth Initiative), samples with high percentages of Hispanic and African Americans, and representation from Asian, and Native American youth. A-CRA has been found to be more effective than treatment as usual for homeless and street living youth (Slesnick et al., 2007). Analysis of data from over 2,000 adolescents across 33 sites nationwide revealed that A-CRA/ACC was equally well-implemented across gender and racial groups and had equally effective substance use outcomes across racial groups and treatment gains were also equivalent for males and females (Godley, Hedges, & Hunter, 2011). When delivered through Assertive Continuing Care, A-CRA has also been found to be effective after residential and outpatient treatment (Godley et al., 2002; 2007; Godley et al., 2010; Godley et al., 2013). A-CRA has also been shown to be effective in helping adolescents reduce juvenile justice involvement and emotional problems related to co-occurring

mental health problems. Moreover, adolescents with externalizing disorders (e.g., conduct disorder) or the combination of externalizing and internalizing disorders had significantly greater improvement in both substance use and emotional problems than youth with substance use disorders and no co-occurring disorder (Godley et al., 2013).

A-CRA for Transitional Age Youth: Since 2009 A-CRA has been adapted and successfully used to treat over 1,500 transitional age youth (age 18-24) and research has shown that the effectiveness is comparable and sometimes more dramatic (greater than 65% improvement from intake) than A-CRA for adolescents. When outcomes between adolescents and transitional aged youth treated with A-CRA are compared they show that transitional age youth respond equally or better to the treatment compared to adolescents despite having more severe substance use problems at intake.
For additional information on the model, please visit the website:
http://www.chestnut.org/ResearchTraining/ACRAACC/default.aspx

SCOPE OF WORK

1. Target Population

- Youth between the ages of 12-17 years,
- from the identified Region, with
- a primary substance abuse and/or dependence diagnosis and who
- meet the American Society of Addiction Medicine (ASAM) criteria for an Outpatient level of care.

(For the pilot program, serving youth aged 12-24, target population requirements remain the same, with the age range from 12-24.)

2. Access

The Contractor will give primary access to this service to youth from the catchment area who meet clinical criteria consistent with the A-CRA model: a primary substance abuse and/or dependence diagnosis and meets the American Society of Addiction Medicine (ASAM) criteria for an outpatient level of care. Referrals will be accepted for all youth who meet the catchment area and A-CRA/ACC admission criteria, from any referral source (i.e. DCF, Probation, Parole, community, school, etc.)

3. Referral Process

The Contractor will be available to accept referrals Monday - Friday, 52 weeks per year, and at least but not limited to between the hours of 9:00 a.m. and 5:00 p.m. The contractor must have a face to face contact with the client within 14 days of referral.

4. Admission Process

The referrals will be processed by the contractor's current outpatient referral, assessment, and admission process.

5. Length of Service and Caseload

Length of service for *A-CRA* will be for **an average of three (3) months per adolescent**, based on the clinical needs of the adolescent and family. Length of service for *ACC* will be for **an average of three (3) months per adolescent,** based on the clinical needs of the adolescent and family.

The required caseload is 12 families per full-time ACRA/ACC therapist. The minimum length of stay for A-CRA is 8 sessions.

6. Operating Hours

The Contractor will offer services congruent with the model. This will require flexible scheduling to meet family needs and includes evening and/or weekend availability based on individual family need.

7. Service Management

The Contractor will be expected to attend the quarterly A-CRA / ACC provider administrative meetings and other meetings with DCF and the quality assurance provider, as required.

8. Evaluation and Assessment Services

All clients referred for ACRA-ACC services will receive a comprehensive evaluation, which will result in the formulation of a multi-axial diagnosis and individualized treatment plan.

A licensed or license-eligible clinical professional will conduct the assessment.

The assessment should provide a clinical integration of medical, psychosocial, educational and treatment histories and be comprehensive enough to address the needs of the youth within the context of the family and social community. If necessary, the Contractor will assist the family and/or DCF when referral to a specialized service is indicated.

As part of the initial assessment of clients 12 years and older, the Contractor will use the Global Appraisal of Individual Needs - Q3 (GAIN-Q3) for each adolescent at the start of services, submit the data to the web-based system, and use the resulting reports to inform treatment planning. The Contractor will use the GAIN-Q3 every 90 days and/or at the time of discharge from A-CRA, and/or at the time of discharge from ACC., submit the data to the web-based system, and use the resulting reports to inform discharge planning. The GAIN-Q3 must be conducted by a staff member who is trained in GAIN-Q3 administration following a DCF-approved process.

9. Staffing Model

Each A-CRA / ACC team will consist of the following staffing:

Staff Position	***Full Time Equivalent (FTE)***
Therapists	3 FTE
Clinical Supervisor	1 FTE

It is preferable, but not required, that the ACRA and ACC therapist be the same therapist, working with the family for the entire course of treatment.

a. The Clinical Supervisor will be a licensed or license eligible behavioral health professional who will direct and supervise professional and administrative activities of the therapists according to the model. The A-CRA clinical supervisor is also expected to achieve A-CRA clinician certification. The Clinical Supervisor will be responsible for collecting and maintaining client and program information to meet DCF and ACRA-ACC reporting and evaluation requirements. He/she will be

responsible for managing referrals, intake and case assignment and maintaining staff schedules. The Clinical Supervisor will provide emergency coverage for the therapists as needed.

b. Each therapist will have at minimum a master's degree in a behavioral health field and will be licensed or license eligible. Therapists provide both clinic-based and community/home-based treatment services to youth and families. Clinic based services will be delivered at the outpatient level of care. Therapists will also assume responsibility for coordinating the provision of services by other community professionals. Therapists will work a flexible schedule in order to accommodate individual family needs and in order to respond to a crisis situation. See A-CRA-ACC's specifically recommended qualifications from the manual below.

c. The Contractor will provide clinic based psychiatric coverage for medication consultation/medication management for the adolescent, either with a psychiatrist, or an APRN under the supervision of a psychiatrist, as indicated.

FROM THE A-CRA MANUAL:
Recommended Educational and Experiential Qualifications (from model developer)
An A-CRA/ACC clinician candidate should have a demonstrated orientation to a behavioral or cognitive behavioral approach. Prior experience with counseling adolescents or treating substance abuse is preferred.

Skills and Knowledge (ACRA-ACC model training will be provided to contractor)
Besides knowing how to deliver A-CRA/ACC procedures, the clinician must have the following:

- Good basic counseling skills;
- Knowledge and understanding of the developmental issues of adolescence; and
- Education or experience in interpreting clinical assessments.

The clinician needs to be an active listener and able to communicate empathy and genuineness during counseling situations with both the adolescent and caregivers. These skills promote engagement and help participants feel that they have some power in the therapeutic enterprise. These skills are not always readily discernible in an interview situation. Possible ways to assess whether a clinician has these skills are to see whether the individual has a history of good basic counseling skills, to review a sample therapy tape, or to obtain references from previous supervisors who reviewed his or her therapy tapes.

Adolescent developmental stages and accompanying behavior are extremely important for the clinician to know or learn during training. The clinician should have the ability to interpret clinical assessment information so that he or she can understand the adolescent's background and clinical needs.

Personal Qualities
Preferred qualities for such a clinician are a nonjudgmental attitude and a willingness to follow established procedures of the A-CRA/ACC method. Positive and enthusiastic interpersonal skills are desired. Clinicians who prefer analytic, solely didactic, or confrontational approaches probably are not good candidates.

Travel and Other Special Conditions or Requirements
Travel to an adolescent's home or other locations may be necessary if an adolescent has problems with transportation, does not attend sessions, or is in a controlled environment (e.g., a detention home). A-CRA/ACC strongly emphasizes meeting the needs of the adolescent and caregivers through engagement. Those under consideration for an A-CRA or ACC position should also be willing to audio-record their client sessions and receive A-CRA fidelity reviews from expert A-CRA clinicians who are trained to be A-CRA session raters.

10. Treatment Approach
The ACRA-ACC model provides a combination of clinic based and community and home based services, based on the unique needs of the youth and family served.

A-CRA's behavioral therapy uses social, recreational, familial, school, or vocational reinforcers and skill training so that non-substance using behaviors are rewarded and can replace substance use behavior (Meyers & Smith, 1995). It uses a positive, non-confrontational approach, while emphasizing engagement in positive social activity, positive peer relationships, and improved family relationships. The intervention consists of nineteen procedures delivered over a period of 90 days. There are three types of A-CRA sessions: adolescents alone, parents/caregivers alone, and adolescents and parents/caregivers together. Clinicians conduct one session weekly for an average of 13 sessions during the 90-day intervention. Four sessions are designed specifically for parent/caregivers. The average show rate for clinic based ACRA sessions is 70% (provided by model developer).

ACC is designed to follow a primary episode of treatment to help sustain recovery and uses A-CRA procedures to structure sessions; however, more emphasis is placed on helping youth follow-through with needed education/GED services, juvenile justice compliance, accessing healthcare, etc. ACC and case management services are delivered in the home and community. In this phase of treatment, clinicians continue to meet weekly with adolescents and/or their caregivers for another 90-day period. Thus, selected providers will deliver 90 days of outpatient A-CRA followed by 90 days of community-based ACC.

The ACRA-ACC model also calls for periodic random urine drug screens (**UDS) individualized to the specific needs of the youth,** at minimum of once per month.

<u>The goals of individual sessions with adolescents are to</u>:

- **Promote abstinence from marijuana, other drugs, and alcohol.** A-CRA/ACC helps promote abstinence by working with adolescents to modify the conditions that promote substance use. To reach this goal, clinicians use a procedure called the functional analysis of substance use that helps an adolescent identify (1) the antecedents to marijuana, other drug, and alcohol use, (2) the actual marijuana- or other drug-using behavior, and (3) the positive and negative consequences of their use. Additional A-CRA procedures directly used to assist with abstinence/reduction goals include: sobriety sampling; several specific relapse prevention procedures, and several of the social skill building procedures in A-CRA.
- **Promote positive social activity.** A-CRA/ACC assumes that adolescents can be more successful at terminating substance use behavior if they learn how to increase their involvement in positive, reinforcing behaviors. A procedure called the functional analysis of pro-social behavior helps adolescents identify pro-social activities they enjoy or would enjoy

and helps them see the benefits of being involved in these activities. Clinicians then encourage and help adolescents to spend more time in these activities. Specific A-CRA procedures used include "accessing pro-social activities" and "systematic encouragement."

- **Promote positive peer relationships.** This goal parallels the goal on positive social activity. Substance-abusing adolescents often center activities with friends on substance use. With this goal, A-CRA/ACC clinicians help adolescents identify attributes of "healthy" friendships and help them learn how to find and make new friends, how to deal with negativity, and how to ask for support.
- **Promote improved relationships with family.** Adolescence is a stressful time in the relationship between caregivers and the adolescent children in their care. This situation is probably even more stressful in families in which the adolescent is a substance abuser. Any distrust that caregivers have for the adolescent is reinforced by the adolescents' involvement in substance use. A-CRA/ACC seeks to improve communication among family members as a way to enhance relationships.

<u>The goals of sessions with the caregivers are to:</u>

- **Motivate their participation in the treatment process.** It is possible that some caregivers may be reluctant to participate in an adolescent's treatment process. They may feel that the adolescent has "messed up" and the role of the treatment process is to "fix" him or her. The A-CRA/ACC clinician's role is to help caregivers understand that they have an important role in helping their adolescent overcome a problem and to motivate the caregivers to participate in the therapy process.
- **Promote the adolescent's abstinence from marijuana, other drugs, and alcohol.** A-CRA/ACC procedures teach family members behavioral skills aimed at discouraging an adolescent's drug use. The goal is to help caregivers understand how their behavior impacts the adolescent's substance use so that the caregivers will be motivated to change their own behavior to promote the adolescent's abstinence.
- **Provide information to the caregivers about effective parenting practices.** The information is based on the research of Catalano (1998), Hops (1998), and Bry (1998) and includes measures to keep the adolescent from relapsing. These important parenting practices are:
  - Be a role model by refraining from using drugs or alcohol in front of the adolescents in their care. This is the single most important parenting practice for caregivers.
  - Increase positive communication with the adolescents in their care.
  - Monitor adolescents' activities, including knowing where they are and whom they are with.
  - Become involved in adolescents' life outside the home by encouraging and promoting pro-social activities.
  - Teach and practice positive communication and problem solving skills in the family. Improving communication and problem-solving skills within the family promotes a more positive relationship between adolescents and caregivers and helps create a familial environment that is more conducive to recovery.

<u>The goals of working with the community are to:</u>

- **Improve an adolescent's environment.** An adolescent may be interacting with several different systems, such as schools and the probation department. The clinician's role is to serve as the adolescent's advocate in these settings. There may be times when the clinician

directly interacts with school personnel or helps teach the caregivers skills so that they can advocate at school for the adolescent in their care. If the adolescent is on probation, the clinician can work with him or her and the probation officer to encourage fulfillment of the probation requirements.

- **Teach the adolescent problem-solving skills and appropriate interactions through the use of role-playing.**

ACRA/ACC OUTCOMES:

The department is committed to assuring RBA (Resource Based Accountability) performance measures are developed for all services. For the purposes of this service, the following measures will be used:

1. How much (quantity of services delivered):
   - Number of clients served annually.
   - Level of contact with client, based upon model fidelity.
2. How well (quality of services delivered):
   - Requirements of model fidelity met for certification, training, supervision, etc.
3. Is anyone better off? (client outcomes):
   - Percent of clients who successfully complete the program.
   - Youth served will demonstrate a reduction of substance use and/or abstinence upon discharge from treatment, as indicated by UDS results and GAIN/PSDCRS data collection.
   - Youth served will report increased positive social activities, as indicated by PSDCRS data collection.
   - Youth will maintain or increase school/vocational attendance (as applicable), as indicated by PSDCRS data collection.
   - Youth served will self-report a decrease in delinquent behaviors and/or emotional problems, as indicated by the GAIN done at discharge.
   - Caregivers will demonstrate increased positive parenting behaviors in support of substance use reduction/abstinence and increased pro-social behavior, as indicated by PSDCRS data collection.

11. Training

In-state training for ACRA-ACC will be funded separately by DCF.

In addition to its well-established record of clinical effectiveness with adolescents and their family, A-CRA/ACC has a well-tested process of simultaneous training, certification, and train-the-trainer which supports continued sustainment of the intervention. To date, over 100 provider organizations in the U.S. and other countries have been trained in A-CRA/ACC with Chestnut's A-CRA/ACC dissemination model (Godley, Garner, Smith, Meyers, & Godley, 2011). The training model, designed for the large scale dissemination of A-CRA/ACC, was based on a synthesis of the literature on implementation research (Fixsen, Naoom, Blasé, Friedman, & Wallace, 2005) and two randomized clinical trials that evaluated therapist training methods for Motivational Interviewing (Miller, Yahne, Moyers, Martinez, & Pittitano, 2004) and Cognitive Behavior Therapy (Sholomskas et al., 2005). It includes an initial two-and-a-half-day face-to-face training, online courses with supplementary material, and the use of a website for uploading therapy digital session recordings (DSR). The recordings are reviewed by intervention experts who have been trained to rate A-CRA procedures and clinicians and supervisors receive written feedback on the website. Additionally, coaching calls provide expert supervision to

answer questions and review procedures, until a local supervisor is trained. When therapists have demonstrated a satisfactory level of competency across a core set of procedures, they are certified as A-CRA clinicians. In order to help foster sustainability at the agency level, there is also a supervisor certification process.

A-CRA Certification Requirements for Clinicians:

- Complete the online training preparation courses (A-CRA research course and A-CRA quiz with a score of 80% or higher).
- Attend the three-day A-CRA training.
- Participate in teleconferences as scheduled for A-CRA coaching (dial in conference call number and ID code will be provided; calls will not cost trainee).
- Begin recording sessions within the first three weeks after completing training; upload all digital session recordings (DSRs) to the Evidence-Based Treatment Website (EBTx.org) and submit at least one DSR per week for review.
- On the DSRs, the clinician must demonstrate the following to achieve first-level certification:
  - A positive, supportive, relationship-enhancing tone to the sessions (i.e., receiving rating of 3 or greater in each of the General Clinical Skills areas, shown with not less than six DSRs).
  - Competency in the following A-CRA procedures (i.e., receiving rating of 3 or greater in each of the following areas, across at least six DSRs): Functional Analysis of Use, Functional Analysis of Pro-social behavior, Happiness Scale, Treatment Plan/Goals of Counseling, Communication Skills, Problem Solving Skills, Adolescent-Caregiver Relationship Skills, and Homework.
- On the DSRs, the clinician must demonstrate the above first-level certification requirements as well as the following to achieve full certification:
  - Competency in the following A-CRA procedures (i.e., receiving rating of 3 or greater in each of the following areas, across at least six DSRs): Overview of CRA, Increasing Pro-Social Recreation, Systematic Encouragement, Drink/Drug Refusal Skills, Relapse Prevention, Sobriety Sampling, Caregiver Overview, Rapport Building, and Motivation, Overall, Job Finding Skills, and Anger Management.
- Participate at least weekly in supervision sessions with the site clinical supervisor or the expert team.
- Enter the A-CRA session data after each session on the EBTx.org website.

A-CRA Certification Requirements for Clinical Supervisors:

- Complete the online training preparation courses (A-CRA research course and A-CRA quiz with a score of 80% or higher).
- Attend the three-day A-CRA training.
- Participate in teleconferences as scheduled for A-CRA coaching (dial in conference call number and ID code will be provided; calls will not cost trainee).
- During the weeks when the bi-weekly coaching teleconferences are not scheduled, the clinical supervisor will conduct a supervision session. During this session, the supervisor will discuss the case review report (generated from EBTx.org), and provide feedback on clinical sessions after listening to DSR and completing the A-CRA checklist.

- On the A-CRA/ACC Online Training Site, complete lessons 1 and 2 of the clinical supervisor training course, prior to submitting the first rating, within three weeks of training. Complete lesson 3 of the clinical supervisor training course within five weeks of training.
- Using EBTx.org, upload ratings and comments related to at least one clinician's DSR weekly (the clinician(s) will be uploading the same audio files for their certification process). These ratings should begin within four weeks of training.
  - This requirement necessitates that the supervisor has sufficient time available to rate sessions of all clinicians at least weekly.
- Demonstrate during recorded supervisor sessions which should begin within six weeks of training and uploaded to EBTx.org:
  - Competency in using the case review report.
  - Reinforcement of competent use of the procedures.
  - Constructive feedback to improve one or more aspects of the procedure or technique.
- Achieve high consistency (80% or better) with the expert rater for at least six A-CRA sessions (do not have to be the same clinician or client). Supervisors will receive feedback on each rating.
- Demonstrate during coaching calls an understanding of the A-CRA supervision process.

ACC certification is accomplished through an analysis of three performance measures tracked in our web database: 1) linkage to ACC within 14 days; 2) mid-week phone check-ins with the adolescent; and 3) delivery of case management services to clients. Once a clinician has 10 closed cases, Chestnut conducts a certification audit of the database to confirm that the ACC clinician meets or exceeds the performance standards for each of these three criteria in order to award ACC certification. The ACC clinical supervisor must demonstrate in clinical supervision recorded sessions that they are reviewing this performance data for each clinician and coaching them in how to reach the standards.

At the time of training, ACRA-ACC provides two audio-tape recordings at no cost to contractors, which are to be utilized to meet the requirements for session reviews outlined above. This permits standardized use of equipment by the national ACRA-ACC review team.

12. Supervision

Clinicians are expected to upload at least one DSR per week for review on EBTx.org. They are also expected to enter session data in EBTx.org for every A-CRA/ACC conducted (i.e., procedures completed, time spent on each procedure).

Clinical supervisors are expected to review at least one DSR per clinician per week, and are also expected to conduct bi-weekly supervision sessions (individual or group) with clinicians. During the supervision sessions, the Case Review Report (generated from EBTx.org) is used to structure the sessions, focusing on client and caregiver attendance, urine screens, homework assigned, homework completed, which procedures have been completed, which procedures could still be completed, number of sessions recorded, and case management activities.

Also during the supervision session, the supervisor and clinician discuss a DSR that was reviewed prior to the session or listen to part of a DSR during the session. Feedback is to be given in a positive, warm, supportive, and encouraging, way using constructive feedback. Practice during clinical

supervision (brief role play) is utilized to help the clinician practice procedures during the supervision session. These clinical supervision sessions are augmented by coaching calls with the model developers every other week during first year and monthly in second year. In addition, the clinical supervisor(s) attend monthly coaching calls with the model developers. Coaching calls last up to one hour and are accessed via a toll free conference line.

13. Emergency and Crisis Intervention Services
The Contractor is expected to have in place a provision for on-call/after hour coverage.

14. Safeguarding Client Information and Client Records
The Contractor will safeguard the use and disclosure of information concerning all clients who receive service through this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor will seek the guidance of DCF prior to any disclosure of personally identifiable information.

PREPARING A RESPONSIVE APPLICATION

Applicants should review the RFP in total to ensure that all required questions and response elements are adequately and sufficiently addressed. Applicants should carefully read and familiarize themselves with the section titled "APPLICATION INSTRUCTIONS and REVIEW INFORMATION." This section details the format and the appendices requirements. The Department has the right to reject submitted applications that do not conform to these requirements.

APPLICANT QUESTIONS:
Applicants must address the following questions and elements and provide the following information within their submission:

1. Applicants must state their ability to meet/follow the requirements listed on page 5 under the "Eligibility" section. (This is simply a statement of compliance willingness and ability; respondents do not need to demonstrate how this will occur.) **(Total 5 points)**

2. Describe your experience working with substance abusing adolescents and their families in both clinic and community and home based settings. Include your experience delivering evidence based practice models. **(Total 15 points)**

3. Describe your agency's ability to deliver ACRA-ACC in the DCF region(s) in which you are applying. Include your agency's capacity to deliver the theoretical approach, the service delivery requirements, the staffing model/qualifications, and supervision/ adherence to model fidelity described in this RFP. **(Total 20 points)**

4. Describe the needs of the youth in the Region you are applying for and the services available to this population. Identify your ability to serve and connect this population to other potential referral sources in your region, when indicated. Include knowledge of the demographics (cultural, linguistic, etc.) of the residents and resources available for this target population in the region in which services will be provided. **(Total 10 points)**

5. Describe your agency's experience and proficiency collecting data and reporting for program performance and monitoring activities. These data include but are not limited to reporting to the department numbers of unique clients served, their demographic characteristics, results of standardized measures (e.g., Ohio Scales, GAIN, etc.), presenting problems, length of stay, and discharge status. Applicants must describe their ability to collect and report on the required performance measures specified in this RFP, their plan for collecting and reporting data, and how compliance with data collection will be monitored internally. **(Total 15 points)**

6. Describe your agency's ability to collect third party and other revenue realized from the provision of A-CRA/ACC services to the extent possible. **(Total 10 points)**

7. Describe your agency's experience with and clinical use of a certified electronic health record (EHR) system. Potential contractors must be able to submit documentation that identifies the certified EHR system already in use. If you have an EHR system that is not currently certified by an ONC approved certifying body, at point of contracting you may include a letter of commitment from your vendor and associated plan to achieve certification. This plan should include a timeline. Submit documentation in Appendix 1 that identifies the certified EHR system. **(Total 5 points)**

8. Describe how your agency plans to infuse trauma-informed, cultural, gender-responsive, and linguistic competency into the service approach and daily programming. Include how your agency recruits, hires and retains staff members that represent the cultural and linguistic needs of the populations to be served. Describe how the make-up of your Board of Directors reflects the cultural diversity of the clients to be served. **(Total 10 points)**

9. If your agency required a Corrective Action Plan (or similar action) for any DCF (or other state agency) contract in the past two years, please identify the program, the primary problems, and how the problem(s) was (were) addressed. **(Total 5 points)**

10. Using the Consolidated Budget Form identified in the RFP, prepare an annualized program budget in the amount of $322,500 for one (1) year using the state FY. Use the Budget Narrative to clarify and provide backup detail for proposed expenditures. The Budget and Budget Narrative should clearly relate to the program outcomes. Describe any agency contribution of revenue or in-kind contributions to this program. **(Total 5 points)**

11. State your willingness, ability and plan to participate in the pilot ACRA-ACC team, which will serve youth aged 12-24 years. Explain your capacity and plan to serve youth and persons over the age of 18. Describe your experience working with the Department of Mental Health and Addiction Services (DMHAS), the state agency that is responsible for substance abuse service to adults over the age of 18. Include your understanding of the needs of this age group and your ability to make corresponding referrals within the adult treatment system as appropriate. [**NOTE:** *Regions selected for pilot(s) will be awarded only to applicants who can adequately address this question. This question will be scored separately and will only impact region(s) instituting pilot program(s)*.] **(Additional 10 points)**

APPLICATION INSTRUCTIONS and REVIEW INFORMATION

INSTRUCTIONS FOR COMPLETION
Submitted applications must conform to the following format requirements:

Page Limit	Up to a maximum of **36 single sided pages** (**excludes** Cover Page, Table of Contents, Application Budget, Application Budget Narrative, and Appendices).
Font Size	12 pt
Font Type	Times New Roman
Paper Dimensions	8.5 x 11
Margins	1 inch all sides
Line Spacing	Double

1 original plus 8 copies of the full application must be submitted.

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 must be included with the proposal:

Appendix 1	Documentation which identifies and certifies electronic health record system.
Appendix 2	If applicable and applying to provide services for 12-24 year old pilot program site, Subcontractor Profile Form(s) detailing justification for subcontracting and delineating the roles of the contractor versus the subcontractor
Appendix 3	Consulting Agreement Affidavit**
Appendix 4	Notification to Bidders Form** (Bidder's CHRO Compliance Package)
Appendix 5	Evidence of Nondiscrimination Form and Applicable Evidence material** (Bidder's CHRO Compliance Package)
Appendix 6	Employment Information Form** (Bidder's CHRO Compliance Package)

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

****Note:** **Submissions lacking these properly executed affidavit/forms will not be reviewed**.

The department has the right to reject submitted applications that do not conform to these requirements.

REVIEW CONTEXT

The review of the applications will be standardized, and applications for each region will be reviewed by a regional screening committee including at least one parent. Scoring criteria will include but not be limited to the applicant's:

- history and success with implementing similar services;
- history and success of partnering with both traditional and non-traditional community services and institutions that support youth;
- history and success providing culturally competent gender-responsive services
- history of compliance with financial and data reporting requirements over the past two years (for current contractors with the Department)

REVIEW PROCEDURE

The Department is under no obligation to award the contract to the applications with the highest scores or the lowest cost. The Screening Committees may use numerical point measures as a guide, but these measures are not binding on the Commissioner. The goal of the Department is to procure the highest quality services in the most fiscally responsible way.

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

BUDGET & BUDGET NARRATIVE

Applicants are to submit a balanced and cost-effective budget that adequately funds the staff and related services to support the applicant's design to meet the RFP service requirements. Applicants' submissions must be presented on the forms available on the DCF website and should reflect one year of operating expense and income. There will be no start-up funding for this project. The budget narrative should describe how the figures presented are derived.
http://www.ct.gov/dcf/lib/dcf/contract_management/xls/dcf_rfp_budget.xls

LETTER OF INTENT
(MANDATORY NON-BINDING)

Date: _____

Our agency is planning to apply for funding in response to the RFP entitled Adolescent Community Reinforcement Approach / Assertive Continuing Care [A-CRA / ACC] to serve the region(s) indicated below. (Check all that apply. **Applications** must be submitted separately for each region.)

Region 1	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**
Bridgeport Norwalk Stamford	Milford New Haven	Middletown Norwich Willimantic	Hartford Manchester	Danbury Torrington Waterbury	Meriden New Britain

AGENCY NAME:
FEIN:
AGENCY ADDRESS: (street, city ,state, zip)
AGENCY CONTACT:
POSITION/TITLE:
TELEPHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

Mandatory Letter of Intent must be received by **3:00 p.m., local time, on July 22, 201**3, to the following person:

Maria Kastenhuber
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
email: maria.kastenhuber@ct.gov Fax: 860-560-7084

COVER SHEET

Adolescent Community Reinforcement Approach / Assertive Continuing Care [A-CRA / ACC]

Request for Proposals

Name of Agency: _____

Address _____

Application Contact Person: _____

Contact Person Phone & Fax: _____

Contact Person Email Address: _____

This application must be signed by the applicant's executive director or other individual with executive oversight for agency services delivered in Connecticut

By submitting this application, I attest that all the information included within the application is true.

Signature: _____ Date: _____

Name (Printed) _____

Title: _____

SUBCONTRACTOR PROFILE

(COMPLETE FOR EACH SUBCONTRACTOR -Use additional pages as needed)

Legal Name of Agency:	
FEIN :	
Agency Contact Person:	
Title:	
Address:	
Phone:	Fax:
Email:	
Amount of Subcontract:	

Brief description the subcontractor agency

Description of services to be provided related to the service/program

Justification of the use of subcontractor to meet program goals and outcomes

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

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

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

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

_____ _____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court
or Notary Public

GENERAL PROPOSAL NOTICES AND REQUIREMENTS

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

B. Contract Execution
The pursuant contract developed as a result of this RFQ 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 RFQ. 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 RFQ 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 RFQ is to be sole property of the Department unless stated otherwise in the RFQ or contract.

3) **Timing Sequence**: Timing and sequence of events resulting from this RFQ 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 RFQ, 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 RFQ.

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 RFQ, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFQ development process, had no knowledge of the specific contents of the RFQ 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 RFQ are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting there from. It will not be sufficient for applicants to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections, which an applicant believes to be proprietary, must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statues must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. In any case, the narrative portion of the proposal may not be exempt from release. Between the applicant and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

H. Gratuities and Gifts

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

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

In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as

informational materials or plaques costing less than $100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

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

I. Disclosure of Consulting Agreements

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

J. Campaign Contribution(s)

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]"

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

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

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

The CHRO Package should be accessed from the DCF Internet site
http://www.ct.gov/dcf/LIB/dcf/contract_management/pdf/Bidders_CHRO_Compliance_Package.pdf

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.ct.gov/opm/lib/opm/finance/pos_project/standardcontract2009.doc

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.”

EXHIBIT A

EXHIBIT A: Contract Provisions

DEPARTMENT OF CHILDREN AND FAMILIES

D. Department Specific Provisions

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

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

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

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

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

5. **Federal Fund Requirements**
   A. Funds that support this contract may be provided by various Federal agencies, including but not limited to sub-agencies of the US Department of Health and Human Services (HHS), through grants, block grants, cooperative agreements and grants-in aid. Contractors receiving Federal funds agree to comply with requirements listed below and those specific to funded service types. Relevant information about federal requirements for each grant may be found in the Catalog of Federal Partner Assistance (CFDA) at http://www.cfda.gov , under a number that is assigned to that grant. The CFDA numbers corresponding to Federal awards

are listed on the contract funding sheet, page 3 of this contract. In addition these requirements apply to all HHS funded programs:

1. No part of any award contained in this document shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any award contained in this document shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

3. Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.

4. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is $181,100 annually.

5. "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

6. The Contractor must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Contractor should expect that the Federal agency that is the source of the funds, or its designee, may conduct a financial compliance audit and onsite program review annually on grants with significant amounts of Federal funding.

7. The Contractor must comply with all federal regulations that relate to the provision of services, accounting, and auditing of the federal award(s) used to fund this agreement including but not limited to, compliance with OMB Circular A-133, OMB Circular A-87, and any other Federal regulations relating to this program.

8. The Contractor agrees to complete and submit to the Department its State Single Audit, and the Federal Single Audit if in receipt of more than $500K of federal funds.

9. Per 45 CFR 92.34 any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

10. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.

11. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

12. 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.

B. If Federal funds provided under this award originate from the Community Mental Health Services (CMHS) Block Grant (CFDA 93.958) funds, the Contractor 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,
    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.

C. If Federal funds provided under this award originate from the Social Services Block Grant (CFDA 93.667) or Temporary Assistance for Needy Families (TANF) Block Grant (CFDA 93.558) funds, the Contractor may be required to complete eligibility forms for each program participant at intake. If required, the Department will supply the appropriate forms. The data collected must be reported quarterly as directed by the Department and the completed eligibility forms must be retained for at least three (3) years.

D. All information contained in 5. A.-C. must be included in subcontracts for service provision funded through Federal funds.

6. **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.

   C. Failure to submit the required data by the method specified in the Scope(s) of Service included in this contract may result in the suspension of payment until compliance is achieved.

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

8. **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.

9. **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. 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.

10. The Contractor shall administer, manage and deliver gender-responsive programs. Staff

development in gender-responsive services shall occur both pre- and in-service. Gender-responsive programs intentionally incorporate research on male/female socialization, psychological, cognitive and physical development, strengths and risks to affect and guide all aspects of program design, processes and services.

11. **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.

12. **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.

13. **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.

14. **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 background checks for any convictions and by obtaining verified children's protective services history 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.

15. 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:

(1) Blood born pathogens (universal precautions)
(2) CPR
(3) Mandated reporting
(4) Medication Administration (for congregate care programs only)

16. Approval for Programmatic Changes: The Contractor must request and receive written approval from the Administrator within 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.

17. 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.

18. **Use of Physical Restraint or Seclusion:** When required by statute or Department regulations, the Contractor agrees to develop and implement policy consistent with C.G.S. 46a 150-154 regarding the use and reporting of physical restraint and seclusion.

19. **Investigations:** The Contractor agrees to cooperate fully with any protective services investigation arising from the delivery of services covered by this contract. The Contractor will develop and implement policy addressing administrative leave procedures for staff identified in a protective services or criminal investigation.

20. **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.

21. **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.

22. **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 and Family Teams for children involved in their programs.

23. **Connecticut Behavioral Health ship:** The Contractor agrees to comply with procedures instituted by the Connecticut Behavioral Health ship (CTBHP) for authorization and registration of client services. In addition, the contractor agrees to abide by decisions of the Oversight Council of the CTBHP regarding policies, practice or payment methodology for programs included in the CTBHP.

24. **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.

B. 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.

C. 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.

D. 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 May 15th. 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**

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.

A. 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.

1. 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).

B. 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.

C. 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.

D. 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 less than or equal to 20%, whichever is more, of each line item.

2. Individual salary variances within Department-funded program cost centers up to 15%.

3. 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) clearly explains why the Contractor has not fully expended payments made by the Department under this contract; (4) details the purposes for which the Contractor proposes to use the requested unexpended federal funds. 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 any revenue generating 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. Absent specific prior written approval from the Department under paragraph(s) 6C or 6D. 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. The 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. The Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.

C. The 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 published rate schedule or the most recent rate letter issued by the Department. 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.