Intensive Family Preservation

REQUEST FOR PROPOSALS

April 1, 2016

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

Intensive Family Preservation (IFP)

OVERVIEW

The Intensive Family Preservation Program (IFP) is an intensive in-home program designed to prevent the placement of children (0-17) who have been exposed to child abuse and or neglect. The program provides home-based case management, crisis-intervention, parenting education, advocacy, coordination with community service providers, assistance with concrete needs, and linkages to community resources. The program is strength-based, assists parents to improve parent-child relationships, and attain self-sufficiency and stability.

SCHEDULE

RFP Development	March 2016
RFP Published	4/1/16
Non-Mandatory TA - Bidders Conference	4/7/16
Deadline for Submission of Questions	4/8/16 by 3 pm
Questions and Answers Posted to Website	4/15/16
Deadline for Receipt of a Mandatory Letter of Intent*	4/18/16 by 3 pm
Deadline for Receipt of Proposals	5/26/16 by 3 pm
Anticipated Date of Contract Execution	8/1/16

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

SOURCE OF FUNDS

This initiative will be funded by state dollars to be awarded through the Department based upon a competitive procurement process. Any and all awards will be contingent upon the continued availability of state funding.

AMOUNT AND TERMS OF AWARD

The Department intends to fund six Intensive Family Preservation programs, one in each of DCF's six Regions. **A separate application is required if applicants are responding to serve more than one Region.**

Funding allocations were determined based on the percentage of investigation case transfers to in home services per region, which are cases most likely to be referred to IFP.

Region 1	Transfers to Protective Services	% of Transfers to Protective Services
Bridgeport	368	
Norwalk	200	
Region 1 Total	568	13.99%
Region 2		
Milford	396	
New Haven	338	
Region 2 Total	734	18.08%
Region 3		
Middletown	120	
Norwich	440	
Willimantic	219	
Region 3 Total	779	19.19%
Region 4		
Hartford	494	
Manchester	281	
Region 4 Total	775	19.09%
Region 5		
Danbury	174	
Torrington	109	
Waterbury	421	
Region 5 Total	714	17.59%
Region 6		
Meriden	132	
New Britain	358	
Region 6 Total	490	12.07%
STATEWIDE TOTAL	4060	100%

The annualized funding level for each region is as follows:

Region	**Annualized Funding**
Region 1 (Bridgeport/Norwalk)	$ 832,000
Region 2 (Milford/New Haven)	$1,073,300
Region 3 (Middletown/Norwich/Willimantic	$1,129,000
Region 4 (Hartford/Manchester)	$1,129,000
Region 5 (Danbury/Torrington/Waterbury)	$1,024,400
Region 6 (Meriden/New Britain)	$ 716,800
Total Funding:	**$5,904,500**

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-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 it may be a factor depending on circumstances.

SUBCONTRACTING

Subcontracting may be used to ensure that services are delivered within communities where families live and to better support culturally competent and linguistically appropriate services. If an applicant submits a proposal in which a sub-contractor will deliver some part of the service, a justification for sub-contracting must be completed. In addition, a detailed delineation of exactly which components of the service model the contractor will provide and which will be provided by the subcontractor must be included as well as a clear delineation of supervision of staff. Subcontractors must meet the eligibility criteria listed above. The contractor will be fully accountable for the performance of the subcontractor. The Department recognizes that large geographic areas may not be most effectively served through a single provider. In these circumstances, subcontracting may be preferable to ensure services are delivered to families efficiently, timely and effectively.

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 **April 7th, 2016** from **1 p.m. – 4 p.m.** at the following location:

Beacon Health Options
500 Enterprise Drive
Rocky Hill, CT 06057
Hartford Room, 3rd floor

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
Questions concerning this RFP and its content must be received **no later than 3 p.m.**, local time, on **April 8th, 2016** via e-mail directed to Stacie Albert, e-mail: Stacie.Albert@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 **April 15th, 2016**

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 employees asking them for advice, information, or support. Violations may result in the rejection of any and all proposals submitted under this RFP by such respondent(s). Any inquiries or requests regarding the RFP must be submitted to the RFP Contact Person via the Question and Answer process noted herein.

LETTER OF INTENT & 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 p.m., Local Time, on April 19nd, 2016**. Faxed or e-mailed copies of the Letter of Intent will be accepted.

Stacie Albert
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Email: Stacie.Albert@ct.gov
Fax: 860-730-8382

Please notify the 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 Judi Jordan no later than **3 p.m., (local time), May 26th, 2016** at the following DCF location (see also "Application Instructions" section):

Judi Jordan
Director of Grants Development and Contract 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

The Department is charged with serving and safeguarding the most vulnerable children and families in the State and ensuring that service delivery is directed towards their safety, protection and well-being. Consistent with the nationally acclaimed model, Connecticut's Intensive Family Preservation program is an intensive in-home, crisis intervention and education program that targets families who are involved with the Department and whose children, ages 0 to 17, are at risk of being removed from their care.

The theoretical framework for service delivery to DCF involved families is grounded in the Strengthening Families Practice Model, which also shares the principles of Connecticut's Child and Family Teaming Model. The principles that follow represent the manner in which the Department and its partners work with families: 1) Approaches are grounded in child safety at the forefront, 2) Children do best when living safely at home with their family of origin, 3) Services should be individualized and based on a full assessment of strengths and needs of children and their families, 4) The goal of services is to enable children to do well and thrive living in their own home.

The philosophy that guides the Intensive Family Preservation service is that children should remain with their families whenever possible, that families are constantly engaged in a process of development and growth, and that all families have strengths to draw upon. The goal of the Intensive Family Preservation program is to ensure child safety, stabilize families, prevent out of home placement, improve family functioning, and link families with appropriate community resources.

In 2014, the Department implemented a Differential Response System in Connecticut creating two tracks to respond to accepted reports of abuse and neglect. CT's Family Assessment Response is a strength-based, family focused approach that works together with families to identify their strengths, needs and helps connect families with services and supports in the community. The purpose of this approach is to engage and help families identify solutions to their problems, identify and promote natural supports and to connect families to local resources and services in their own community with the goal of reducing the likelihood of them becoming re-involved with the Department in the future.

Families receiving services from the Department through the traditional investigation track or ongoing services are families who potentially present with multiple risk factors, have multiple needs, safety concerns, and typically have prior history with DCF. Engaging families and their natural supports in safety planning is a core component of the Department's Considered Removal Child and Family Teaming (CR-CFTM) process. Many of the referrals for IFP may be as a result of a Considered Removal Child and Family Team meeting, in an effort to mitigate safety and risk concerns to prevent a child's removal from the home. The implementation of Child and Family Permanency Teaming, a collaborative approach to permanency planning ensures decisions are made on behalf of the child/youth with their active participation (or their voice) as well as the active participation of birth parents, family members, and the child/youth's network of supports. The desired outcomes of permanency teaming are as follows:

- Children are safely maintained in home, supported by a natural network of supportive relationships
- A legal parent is identified for children in care who are unable to reunify with family;
- Legal permanence is achieved for the child/youth in care; and
- A natural network of supportive relationships is established.

Intensive Family Preservation providers may be asked to participate in team meetings. Based on these practice changes, the safety and risk concerns evident in our families and the chronicity of families receiving ongoing services, the Department is recommending enhancements in service delivery to the existing IFP program.

The links below provide additional information regarding DCF practice changes:

CT Practice Model - http://www.ct.gov/dcf/lib/dcf/agency/pdf/practice_model.pdf

DRS - http://www.ct.gov/dcf/cwp/view.asp?a=4791&q=439746

Permanency Teaming and Considered Removal-Child and Family Team Meetings-

http://www.ct.gov/dcf/lib/dcf/policy/pdf/Final_Permanency_Teaming_Practice_Guide_03042015.pdf

http://www.ct.gov/dcf/lib/dcf/policy/pdf/CR-CFTM_Practice_Guide.pdf

Trauma – http://www.ct.gov/dcf/cwp/view.asp?a=4368&Q=514042

SCOPE OF WORK

The primary focus of this service is to:

I. Address and minimize safety factors that are putting a child at risk of removal;
II. Assist families with linkages to and engagement with services in the community as identified in the North Carolina Family Assessment Scale for General Services (NCFAS-G) and Protective Factors Survey (PFS).
III. Assist families with traditional supports as well including making connections with non-traditional community supports and services.

Target Population and Referrals

The target population for this service includes DCF active investigation or in-home cases. This service is delivered when there is an emerging removal concern for children from birth through 17 years of age and/or families with chronic issues, including but not limited to: mental health, parental substance use, and intimate partner violence.

All referrals to the program will originate with DCF via a standardized referral form. DCF and the provider will coordinate a joint initial home visit within 72 hours of referral. If circumstances require a more immediate response, DCF may request the visit occur on the same day or within 24-48 hours of the referral.

Length of Service

The length of service is 4-6 months dependent on the needs of the family.

The contractor will use their assessment of the family in addition to results of the NCFAS-G to determine whether services should be extended beyond the 4 month timeframe, if families require additional time and support. Families who, at the end of 4 months, rate as having moderate or serious problems or a negative change using the NCFAS-G scale would typically be the families most likely to need the additional two months. It is important to note that families who experience any negative change in the Child Well-Being domain are associated with a high probability of out of home placement.

The decision to have families extend the length of service will require collaboration with the assigned DCF staff, inclusion of the gatekeeper, and a written plan with specific goals and steps necessary to achieve the goals within the remaining length of service.

Capacity

Region	Capacity
Region 1 (Bridgeport/Norwalk)	116 families served annually
Region 2 (Milford/New Haven)	150 families served annually
Region 3 (Middletown/Norwich/Willimantic	158 families served annually
Region 4 (Hartford/Manchester)	158 families served annually
Region 5 (Danbury/Torrington/Waterbury)	142 families served annually
Region 6 (Meriden/New Britain)	100 families served annually

Caseload & Dosage of Services
Each full time equivalent IFP worker will carry a caseload of 5 families at a time. The service will include a minimum of 2 home visits per week for the first four weeks and a minimum of 1 visit per week for the remaining weeks of service. Based on the needs of the family, it may be necessary to increase the amount/frequency of contacts per week.

Operating Hours/Crisis Response

IFP services staff will work a flexible schedule in order to accommodate individual family needs/ schedules and to respond to crisis situations. The Contractor will offer flexibility in scheduled services that are available to the families 24 hours per day / 7 days per week / 365 days per year. As such, services will be provided 52 weeks per year and weekend hours must also be provided as part of the normal service hours. This includes twenty-four (24) hour coverage for crisis intervention, including holidays and weekends, by direct calling or on call rotations. Crisis calls from family members will be returned within a maximum of 30 (thirty) minutes. There must always be at least one qualified on-call worker to assist with an active IFP family who is experiencing a crisis situation. Response includes information and assisting the family in securing immediate clinical interventions when necessary on behalf of the family.

Staffing
Each program should have a half time program director and one supervisor per 5-6 direct service staff. The number of direct service staff should allow the contractor to meet the capacity expectations listed above.

Qualifications
IFP Program Director
The program director should be a licensed masters' level clinician with child welfare experience.

IFP Supervisor
The IFP supervisor must possess a minimum of a Master's degree in social work, counseling, marriage and family therapy or psychology and have experience in the delivery of intensive, home-based services, as well as in supervision of direct service staff.

IFP Direct Service Staff
In order to be able to respond to the complex needs of families being referred to Intensive Family Preservation program, IFP direct service staff will be a combination of Master's Level and Bachelor's Level with a degree in social work, psychology, counseling, or a closely related field. For Master's Level, a minimum of 1 year work experience is required with families and children in home-based services with the target population noted in this RFP. Although Masters' level is preferred, a Bachelor's degree with 3 years of previous work experience with families and children delivering home-based services to the target population specified in this RFP will be allowed. For Bachelor level staff, exceptions can be made based on work experience and language requirements to meet the needs of families.

SERVICES

The Contractor will provide the following services:

a) Case management – helping families meet their basic needs and making referrals with/on behalf of them to needed resources and services in the community.
b) Improve parental capacity, skill development activities and competence through teaching, coaching, modeling, and supporting families;
c) Building and utilizing natural supports in families to provide them with supports following the IFP intervention.
d) Assessment of caregivers and ability to keep children safe; and
e) Crisis response

The Contractor will provide concrete interventions to address safety concerns and improve family functioning, including, but not limited to:

i. providing guidance and direction to all household members along with the coordination of services and Service Planning so that satisfactory progress is made where there have been issues of physical abuse, sexual abuse, and/or significant neglect of children;

ii. explore trauma history of caregivers/children, help caregivers understand their trauma triggers, assess impact of trauma on family functioning and parenting, and refer family to trauma-informed services as needed;

iii. review/explore safety concerns and risk factors that may impact child safety; assess family functioning, parental capabilities and skills, and parent's motivation to change. Identify family strengths and needs; identify family resources and formal/informal supports and how they may be used in safety planning and/or supporting the family;

iv. providing assistance and guidance so that family members learn how to manage disputes and solve problems without the use of violence or other patterns of coercive behavior that negatively impact children and/or that creates an unsafe environment;

v. providing assistance to families when immediate crisis intervention is required based on their needs, as well as necessary referrals as needed;

vi. providing guidance and parental skill building activities in order to improve upon and reinforce age-appropriate, non-punitive and consistent limit setting and discipline (This includes caregiver's use of positive reinforcement and caregivers working together and communicating consistent messages to children);

vii. assessing parent-child relationship and attachment;

viii. active engagement and support so that the caregiver(s) connects with, initiates and follows through with therapeutic interventions as identified through the NCFAS-G and PFS and other means;

ix. reinforcing responsible patterns of behavior regarding the use of substances so that the caregiver's ability to effectively parent their child is not impaired;

x. providing assistance and guidance so that the caregiver(s) can take steps to appropriately address the child's overall well-being including physical health, mental health, behavior, child development and connection to birth to 3 services, if applicable, school performance, relationship to caregivers, siblings and peers;

xi. providing assistance and guidance so that the caregiver(s) can establish appropriate expectations for the child consistent with their cognitive, physical, social and emotional development;

xii. providing assistance and guidance in order to improve the caregiver's judgment and decision-making regarding age-appropriate supervision of children; use of substitute caregivers; back-up plans for supervision in an emergency and respite care;

xiii. providing assistance and guidance so that the caregiver(s) is more vigilant and responsive to the personal hygiene of children and the adequacy and cleanliness of their clothing appropriate to the season;

xiv. providing assistance and guidance in order to increase a caregiver's awareness of basic nutritional needs of children including providing an adequate amount of food, eating on a regular schedule and any special nutrition needs;

xv. providing assistance and guidance in helping the caregiver(s) access public transportation and/or the identification of and connection with supports to assist with transportation;

xvi. providing assistance and guidance in order to resolve housing issues when a family is threatened with eviction, is unable to meet rent requirements and/or is currently living in a public shelter environment.

xvii. participation in Considered Removal – Child and Family Team Meetings, Permanency Teamings and Administrative Case Reviews, as necessary.

Assessment

The Contractor will utilize the North Carolina Family Assessment Scale for General Services (NCFAS-G) and Protective Factors Survey (PFS) to assist in the identification of the treatment needs of the primary caregiver and to guide the focus of the intervention. (The NCFAS-G was developed and validated by the National Family Preservation Network as a tool for staff evaluation of families. The PFS is a product of the FRIENDS Network in collaboration with the University of Kansas and is a client self-assessment tool.) Feedback from the NCFAS-G and PFS will be the foundation for the family's individualized Service Plan, developed in consultation with the referring DCF Social Worker and family members.

a. The NCFAS-G will be completed by the Contractor and the PFS will be completed by the primary caregiver within 14 days of initiating in-home services with the family.

b. The Contractor will complete a second NCFAS-G and the primary caregiver will complete a second PFS within the final week of the IFP intervention.

Individualized Service Plan

The results of the initial NCFAS-G and PFS, will inform the development of the family's individualized Service Plan. Within 30 days of initiating in home services, the Contractor will coordinate the first service-planning meeting with the assigned DCF worker and family members. The purpose of this meeting will be to develop a written Service Plan that identifies any issues and planned interventions in, at minimum, the following domains:

a. safety concerns/factors (including the potential for physical harm, the ability/need to protect the child, immediate needs for supervision / food / clothing / and or medical or mental health care, and living conditions requiring immediate attention);

b. intimate partner violence/domestic violence including safety planning;

c. general life, emotional health, mental health, substance use, or other issues as identified in the NCFAS-G and PFS;

d. child specific issues;

e. cognitive limitations impacting a caregiver's ability to follow-through on the Service Plan;

f. housing, education and employment issues;

g. transportation and child care issues related to the Service Plan; and

h. advocacy, traditional, non-traditional and faith based supports needed to decrease the caregiver's isolation and increase their support system.

COMMUNITY CONNECTIONS AND SUPPORTS

Service Integration
In order to support an increase in family strength, resilience and the ability to manage family disruptions and risks, the Contractor(s) will work in collaboration and in an integrated fashion with other providers. The Contractor will establish and use linkages to natural supports, including faith-based and community grass roots organizations and groups and informal and non-traditional resources to accomplish the goals and objectives of this approach.

Performance Measures:
The Department of Children and Families is committed to a Results Based Accountability framework which will provide a shared approach for the monitoring of outcomes, in addition to the use of evidence-based instruments to measure progress. The Department envisions a range of performance measures for children and families receiving services through this RFP including, **but not limited to**, the following:

- The number and percentage of referred families served through IFP;
- The percentage of families served who successfully complete IFP services as defined by the family meeting the majority of their goals in their Service Plan;
- The percentage of children whose families completed IFP who remain safely in their home six months following closure as defined by no new substantiations or no new entries into DCF care

Data Collection and Reporting
The Department will require awarded contractor(s) to submit child and family specific data, and administrative service data. Under the Results-based Accountability framework in place for service evaluation throughout the state, the Department will assist contractors to provide information about the quantity of service delivered, its consistency with the Strengthening Families and the effect of the services. The Department requires contractor(s) to use data to ensure the quality of their services, including identifying program challenges or barriers, identifying potential best practices, and achievement of the program's goals, objectives and outcomes.

The child and family specific data for this service will be collected using an electronic, web-based application. This system will either be the PIE or other Department endorsed application. The contractor will receive training regarding the use of the data collection system. For more information regarding Provider Information Exchange (PIE), click on the link below which will

take you to the DCF website: http://www.ct.gov/dcf/cwp/view.asp?a=3588&q=422310
(Please note this link takes you to a site named PSDCRS which is the prior name for PIE.)

The data to be collected includes, but is not limited to the following:

- Demographic Information (e.g., name, date of birth, gender, race, ethnicity, referral source, and living situation/address, length of service, reason for discharge).
- Service Plan (e.g. risk and protective factors, safety plan, behaviors of the child, services, goals of the family as determined in the CR-CFTM and Permanency Teaming meetings).
- Additional data elements will be determined prior to the execution of the contract.

PREPARING A RESPONSIVE APPLICATION

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.

Applicants may submit an application to provide services as outlined in this RFP to more than one region. If responding to more than one region, the Applicant must submit separate applications and demonstrate their ability to provide services as outlined in this RFP to all Area Offices within the region.

APPLICATION QUESTIONS AND ELEMENTS

Applicants will be scored on their responses (maximum points to be awarded in each section is in parentheses) to the following questions and elements within their submission:
If applicants intend to subcontract, please include the subcontractor's information in your response. Applicants must address the following questions and elements and provide the following information within their submission:

1. Organizational Overview (20)

a) Describe your agency's qualifications, training, background and experience in providing home-based services to families within the region that you expect to serve. Additionally, describe how your agency's philosophy, values and vision ensure families are actively involved in planning and are connected to appropriate prevention/intervention and support services. Please identify all department-related corrective action plans and their outcomes related to health, safety or service delivery over the past two years. **(5 points)**

b) Describe your ability to serve the target population, provide examples of how your agency currently supports families within the region that you expect to serve. Additionally, describe your knowledge of resources and partners with whom you work with to meet the needs of families. **(5 points)**

c) Describe your agency's prior success in achieving the outcomes stated within this RFP. Please be specific and identify data to support your achievement of similar outcomes and/or evidence of the impact of services in the areas of engagement, improved family functioning and community collaborations. **(10 points)**

2. Program Model (30)

a) Describe your agency's experience, practice, and/or approach regarding the following key areas of Intensive Family Preservation: **(12 points)**

- Case management of home-based services/Linkages to services
- Safety assessment of children and their families, safety planning, addressing and minimizing risk factors;
- Parental skill building and Increasing parental capacities
- Engagement of families
- Crisis response
- Retention of In Home Services Staff

b) Describe in detail your approach in working with families with chronic issues of abuse and/or neglect and working with families facing possible removal of their children. Include specific strategies and interventions found effective in order to mitigate safety concerns. **(8 points)**

c) Describe how do you plan to integrate a trauma-informed approach to the Intensive Family Preservation program within your agency? **(5 points)**

d) What specific strategies have you implemented to gain consumer feedback and how has this feedback been used to improve service delivery to families in the last 2 years? **(5 points)**

3. Implementation (10 points)

a) Identify challenges you may face in implementing, planning and coordinating the service outlined in this RFP and your approach overcoming these challenges. **(3 points)**

b) Describe your agency's plan to achieve the outcomes stated within this RFP, including action steps and timeline for successful implementation of this service after the contract is executed. Assume an August 1, 2016 start date and provide specific dates when action steps will be completed. **(7 points)**

4. Cultural & Linguistically Competent Care (15 Points)

Provide a detailed description of your agency's knowledge, expertise and understanding of diversity (including, but not limited to: racial, ethnic, gender and gender identity, sexual orientation, culture, linguistic, immigrant, disabilities, and religion) as it relates to the provision of services.

Detail your response according to the following:

a) Describe your organization's experience successfully serving diverse communities. Include any data your agency has that reveals the ability to effectively serve and achieve positive outcomes for children and families of multiple diverse groups.
b) Detail how your program/service will effectively meet the needs of the community/communities you propose to service through this application. Include any supporting data about the race, ethnicity, and languages of the communities in the catchment that you are seeking to serve. (Supporting data may be included in Appendix 10)
c) Describe the policies, practices, and data collection mechanisms your organization utilizes to support quality programming for multiple diverse groups. (Please include any policies and/or practice guides in the Appendix 10).
d) Describe your plan and current activities to recruit and retain a diverse staff, including those who are bicultural and bilingual, for this program/service and across all levels of your organization. Please include a description of what progress your organization made to increase the diversity of the workforce in the past three years.
e) Describe your organization's racial & social equity lens as it relates to how your organization trains, supervises, and facilitates dialogue internally amongst all levels of staff.
f) Describe how your organization works to establish rapport and trust with families related to experiences of racism and how this influences and guides client engagement and treatment planning.
g) Describe any challenges that your organization may face with respect to ensuring equity for a diverse group of clients and how your organization plans to overcome such issues.

5. Quality Assurance and Data (10 points)

a) Identify the resources your agency dedicates to quality improvement, including FTE's and program evaluation efforts**. (5 points)**

b) Describe your systems for monitoring and evaluating services including efforts at incorporating best practices, gathering, aggregating and reviewing client specific and program data and efforts to improve practice based on that data review. **(5 points)**

6. Fiscal Management (10 points)

a) Using the Consolidated Budget Form identified in the RFP, prepare an annualized program budget for 1 year using the state FY. Use the Budget Narrative to clarify and provide backup detail for proposed expenditures. The Budget a**n**d Budget Narrative should clearly relate to the program outcomes. **(7 points)**

b) Describe any agency contribution of revenue or in-kind contributions to this program. **(3 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 **32** 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

<u>1 original plus 8 copies of the full application must be submitted per region.</u>

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) (Include letters of agreement in Appendix 1 if applicable).

Please ensure that all pages are numbered.

APPENDICES
The following appendices must be included with the proposal:

Appendix 1	Organizational Structure/Chart, including job descriptions and resumes
Appendix 2	Letters of Agreement
Appendix 3	If applicable, Subcontracting Plan detailing justification for subcontracting and delineating the roles of the contractor versus the subcontractor
Appendix 4	Subcontractor Profile Form(s)
Appendix 5	Consulting Agreement Affidavit**
Appendix 6	Notification to Bidders Form** (Bidder's CHRO Compliance Package)
Appendix 7	Evidence of Nondiscrimination Form and Applicable Evidence material** (Bidder's CHRO Compliance Package)
Appendix 8	Employment Information Form** (Bidder's CHRO Compliance Package)
Appendix 9	Program evaluation and family satisfaction
Appendix 10	Cultural and Linguistically Competency supporting data

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: <u>Submissions lacking these properly executed affidavit/forms may not be reviewed</u>.**

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 home-based and/or intensive family preservation services
- history and success of partnering with both traditional and non-traditional community services and institutions that support children/families
- history and success providing culturally and linguistically 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 those proposals offering to provide the service at a lower amount than other applicants. The Screening Committees uses 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, a contract will be negotiated and developed with the applicant(s) that details the program structure, services, budget, rate, performance-based criteria and reporting requirements. No financial obligation by the State can be incurred until a contract is fully executed.

BUDGET & BUDGET NARRATIVE

Applicants are to submit a balanced and cost-effective budget within the stated parameters for staffing and funding. 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/cwp/view.asp?a=2555&q=314408

LETTER OF INTENT
(MANDATORY NON-BINDING)

Date: _____

Our agency is planning to apply for funding in response to the RFP entitled **Intensive Family Preservation** to serve the region(s) indicated below. (Check all that apply. **Applications** must be submitted separately for each region.)

☐ Region 1 (Bridgeport/Stamford) ☐ Region 2 (New Haven/Milford) ☐ Region 3 (Willimantic, Middletown, Norwich) ☐ Region 4 (Hartford/Manchester) ☐ Region 5 (Waterbury, Torrington, Danbury) ☐ Region 6 (New Britain/Meriden)

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. on **April 22, 2016** to the following person:

Stacie Albert
Department of Children and Families
505 Hudson Street
Hartford, CT 06106
stacie.albert@ct.gov
Fax: 860-730-8382

Please notify the 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.

COVER SHEET
Intensive Family Preservation
Request for Proposals

Name of Agency: _____

Address _____

Application Contact Person: _____

Contact Person Phone & Fax: _____

Contact Person Email Address: _____

Region Applying For: _____

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 RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP. Responsive proposals shall remain valid for possible award by the Department for a period of up to 12 months after the RFP's closing date.

B. Contract Execution

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

C. Applicant Debriefing

The Department will notify all applicants of any award issued by it as a result of this RFP. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by contacting the DCF Contact Person. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

D. Conditions

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

1) **Conformance with Statutes**: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of State of Connecticut and the Federal Government.

2) **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded, as a result of this RFP is to be sole property of the Department unless stated otherwise in the RFP or contract.

3) **Timing Sequence**: Timing and sequence of events resulting from this RFP will ultimately be determined by the Department.

4) **Oral Agreement:** Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by a written agreement.

5) **Amending or Canceling Requests**: The Department reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Department and the State.

6) **Rejection for Default or Misrepresentation:** The Department reserves the right to reject the proposal of any applicant in default of any prior contract or for misrepresentation.

7) **Department's Clerical Errors in Award:** The Department reserves the right to correct inaccurate awards resulting from its clerical errors.

8) **Rejection of Qualified Proposals:** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

9) **Applicant Presentation of Supporting Evidence:** An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

10) **Changes to Proposal:** No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the applicant's expense.

11) **Collusion**: By responding, the applicant implicitly states that they are submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the applicant's proposal preparation.

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

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

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

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

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

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

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

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

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

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

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

The CHRO Package should be accessed from the DCF Internet site
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

DCF Specific Contract Provisions
SECTION D PROVISIONS FOR 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 Domestic 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 U.S. Department of Health & Human Services current salary cap limitation. The salary cap limitation is at the Executive Federal Level II salary level of $179,700 per year. The federal salary cap limitation language may be viewed at http://www.hhs.gov/asfr/ogapa/acquisition/apm-2012-03-amendment1.html.

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:
(a) the percentage of the total costs of the program or project which will be financed with federal money, (b) the dollar amount of federal funds for the project or program, and (c) 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. **Gender-Responsive Programs.** 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:
   a. Blood born pathogens (universal precautions);
   b. CPR;
   c. Mandated reporting;
   d. 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 Partnership.** The Contractor agrees to comply with procedures instituted by the Connecticut Behavioral Health Partnership (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.

25. **Emergency Preparedness Plan.** Contractors licensed by the Department, including child placing agencies, residential treatment centers, group homes and shelters shall develop and maintain an Emergency Preparedness Plan that includes specific procedures related to communication, evacuation, relocation, maintaining minimum standards of care, and parent and/or guardian notification. Contractors shall submit these plans by December 1 each year to the department's Licensing Division and shall keep their own copy in their agency policy and procedure manuals. If no change in the plan has occurred since the previous submission, the contractor's chief executive officer must send a written communication indicating that the plan has been reviewed and no changes are required. Child placing agencies must also keep a copy of the up-dated agreed upon family-specific emergency plan for each approved home either in a separate file or in the family's case record which shall be subject to review during licensing visits.

SECTION E PROVISIONS FOR SERVICES FUNDED THROUGH STATE FINANCIAL ASSISTANCE (not fee-for-service)

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.

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:
   i. utilization;
   ii. receipt and approval of required reports within the time frames established by the Department;
   iii. actual expenditures reflecting a reduction in projected total annual expenditures; or
   iv. 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:
   i. Line item expenses within Department-funded program cost centers up to 20% or $5,000, whichever is greater of each line item.

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

   iii. 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 PROVISIONS FOR SERVICES FUNDED 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.