

PROCUREMENT NOTICE

Department of Public Health
Public Health Initiatives Branch
Community, Family Health, and Prevention Section
School Based Health Centers Program

LEGAL NOTICE

Request for Proposal (RFP)
RFP # 2023-0904 Fiduciary for distribution of
School Based Health Centers Mental Health
Funding

The State of Connecticut, Department of Public Health (DPH or the Department), is seeking proposals for a fiduciary to provide distribution of funding for School Based Health Centers Mental Health funding and contract management. The selected fiduciary will award funding to SBHC sites to provide coordinated, culturally sensitive, developmentally appropriate, School Based Health Center (SBHC) services that may include mental health, outreach, and health promotion/education. Schools identified in the PA 21-35 Section 16 School Based Health Expansion Report will be prioritized for funding. **The selected fiduciary cannot award this funding to their organization or affiliates for SBHC Mental Health service.**

Services are expected to begin on or before September 1, 2023. A total of up to \$10,000,000 in state funding is available to support this project. Funding will be for a 1 year and 4-month period beginning approximately September 1, 2023 through December 31, 2024, **subject to the availability of funds** and satisfactory program performance.

The intent of the request is to identify a fiduciary who will put in place a Request for Proposal to select, award, and provide technical assistance and contract management to expand or establish SBHC Mental Health services at schools identified in the PA 21-35 Section 16 Report on the Expansion of School Based Health Centers. The report can be found on the DPH website under School Based Health Centers. <https://portal.ct.gov/-/media/DPH/School-Based-Health-Centers/PA-2135-SBHC-Report-Updated-32922-final.pdf> Priority will be given to schools within districts based on community need.

The Request for Proposal is available in electronic format on the State Contracting Portal at <https://portal.ct.gov/DAS/CTSource/BidBoard>, on the Department's website at <https://portal.ct.gov/DPH/Request-For-Proposals/Request-for-Proposals>, or a printed copy of the RFP can be obtained from the Official Contact upon request.

Official Contact:

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**Required Letter of intent due March 16, 2023
Proposal due April 6, 2023.**

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I. GENERAL INFORMATION

This section of the RFP provides general information about the Department's procurement and, most importantly, gives instructions to proposers and prospective proposers about how to comply with the RFP process and how to submit an acceptable proposal for review. Failure to comply with the RFP process or instructions may deem a proposal non-responsive and subject to rejection without further consideration.

A. INTRODUCTION

1. RFP # 2023-0904- Fiduciary for School Based Health Centers Mental Health Services

2. Summary.

The State of Connecticut, Department of Public Health (DPH or the Department), is seeking proposals for a fiduciary for distribution of funding for School Based Health Centers Mental Health sites and contract management. The fiduciary will put in place a Request for Proposal to select, award, provide technical assistance and contract management to expand or establish SBHC Mental Health services at schools identified in the PA 21-35 Section 16 Report on the Expansion of School Based Health Centers. SBHC sites will provide coordinated, culturally sensitive, developmentally appropriate, School Based Health Center (SBHC) services that may include mental health, outreach, and health promotion/education. Schools identified in the PA 21-35 Section 16 School Based Health Expansion Report will be prioritized for funding. Services are expected to begin on or before September 1, 2023. A total of up to \$10,000,000 in state funding is available to support this project. Funding will be for a 1 year and 4-month period beginning approximately September 1, 2023, through December 31, 2024, **subject to the availability of funds** and satisfactory program performance.

3. Synopsis.

The purpose of this RFP is to identify a fiduciary who will put in place a Request for Proposal to select, award, provide technical assistance and contract management to expand or establish SBHC Mental Health services at schools identified in the PA 21-35 Section 16 Report on the Expansion of School Based Health Centers. Priority will be given to schools within districts based on community need.

Funding Restrictions: The selected fiduciary cannot award this funding to their organization or affiliates for SBHC Mental Health services.

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4. Commodity Codes. The services that the Department wishes to procure through this RFP are as follows:

- 0098: Medical Services or Medical Testing Services
- 0600: Services (Professional, Support, Consulting and Misc. Services)
- 1000: Healthcare Services
- 2000: Community and Social Services
- 3000: Education and Training

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO Best and Final Offer
C.G.S. Connecticut General Statutes
CHRO Commission on Human Rights and Opportunity (CT)
CT Connecticut
DAS Department of Administrative Services (CT)
DPH Department of Public Health (CT)
FOIA Freedom of Information Act (CT)
IRS Internal Revenue Service (US)
LOI Letter of Intent
OAG Office of the Attorney General
OPM Office of Policy and Management (CT)
OSC Office of the State Comptroller (CT)
POS Purchase of Service
P.A. Public Act (CT)
RFP Request for Proposal
SDE State Department of Education (CT)
SEEC State Elections Enforcement Commission (CT)
U.S. United States

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP.

- *proposer or applicant*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP.
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP but has not yet done so.
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP.

C. INSTRUCTIONS

1. Official Contact. The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

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Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- 2. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's RFP Web Page <http://www.ct.gov/dph/rfp>
- State Contracting Portal https://biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

- 3. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department.** The Department anticipates the following:

- Total Funding Available: \$10,000,000
- Number of Awards: 1
- Contract Cost: To be negotiated with successful proposer
- Contract Term: September 1, 2023, to December 31, 2024.

- 4. Eligibility.** Applications will be accepted from public and private organizations, community-based agencies, and individuals. **The selected fiduciary cannot award this funding to their organization or affiliates for SBHC Mental Health services.**

- 5. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

- Ability to establish a Request For Proposal to select and distribute funding and provide technical assistance and contract management to multiple SBHC sites providing mental health services as identified in the PA 21-35 Section 16 School Based Health Center Expansion Report.

- 6. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

- RFP Planning Start Date: October 1, 2022
- RFP Released: March 2, 2023
- **Required Letter of Intent Due:** March 16, 2023
- Deadline for Questions: March 20, 2023
- Answers Released: March 24, 2023
- RFP Conference: Not Applicable
- Proposals Due: April 6, 2023
- (*) Proposer Selection: April 20, 2023
- (*) Start of Contract Negotiations: May 1, 2023
- (*) Start of Contract: September 1, 2023

- 7. Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI must be submitted to

the Official Contact by U.S. mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. It is the sender's responsibility to confirm the Department's receipt of the LOI.

- 8. Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. Questions submitted via e-mail must indicate in the e-mail subject line: RFP #2023-0904. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page. At its discretion, the Department may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent.
- 9. RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers.
- 10. Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:
- Due Date: April 6, 2023
 - Time: no later than 3:00 p.m.

Faxed or e-mailed proposals will not be evaluated. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by DPH as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- One (1) original unbound proposal (marked as original);
- Five (5) conforming unbound copies (marked as copy) of the original proposal; and
- One (1) conforming electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be compatible with **Microsoft Office Word 2013**. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

- 11. Multiple Proposals.** The submission of multiple proposals is not an option with this procurement.
- 12. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act,

and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section IV. C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State.

In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

D. PROPOSAL FORMAT

- 1. Required Outline. All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.**
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by DPH in Section V. A. 1. Attachments.

Legal Name is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal.

Authorized Official is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

- 3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV. Proposal Outline)
- 4. Executive Summary.** Proposals must include a high-level summary, not exceeding two (2) pages of the main proposal and cost proposal.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- 6. Style Requirements.** Submitted proposals must conform to the following specifications:

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|---------------|---|
| Binding Type: | Unbound, but fastened with binder clips |
| Dividers: | None specified |
| Paper Size: | 8.5" x 11" |

| | |
|---------------|---|
| Page Limit: | Refer to (Section III C.) |
| Print Style: | 2-sided |
| Font Size: | 12-point type |
| Font Type: | Easily readable (e.g., Times New Roman, Arial or Verdana) |
| Margins: | 0.5" top, bottom, left and right margins |
| Line Spacing: | 1.5 line spacing |

7. Pagnation. The proposer’s name (e.g., agency or organization name) must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be clearly and consecutively numbered at the bottom center of each page.

8. Packaging and Labeling Requirements. All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package.

Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by DPH as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

E. EVALUATION OF PROPOSALS

1. Evaluation Process. It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State’s Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. Screening Committee. The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.

3. Minimum Submission Requirements. All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete and in compliance with requirements specified in the RFP. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP. **In addition, applicants with long-standing significant unresolved issues on current or prior year contracts with the DPH may be removed from consideration for additional funding.**

4. Evaluation Criteria (and Weights). Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below (Total of 100):

- Organizational Profile (15)
- Service Requirements - Scope of Services (30)
- Staffing Requirements – Implementation Plan (15) *see note*
- Data and Technology Requirements (10)
- Work Plan (10)

- Financial Profile (10)
- Budget Requirements - Budget and Budget Narrative (10)

Note:

As part of its evaluation of the Staffing Plan, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including, the standard Purchase of Service contract, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by the Office of Policy and Management (OPM) and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's (SEEC) notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management (OPM) and the Attorney General's Office.

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. 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 proposer, contractor, or its agents or employees.

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- 3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
 - 4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
 - 5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

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- 7. Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
 - 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Office of the Attorney General.

D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
- 2. Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The rights to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State

since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

- 8. Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 through 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

-
- 4. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.
- 5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and, is a partner to local health departments for which it provides advocacy, training and certification, and technical assistance, consultation and oversight. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives. The agency is a regulator focused on health outcomes, maintaining a balance among assuring quality and administrative burden on personnel, facilities and programs regulated. The DPH is a leader on the national scene through direct input to federal agencies and the United States Congress.

The mission of the Connecticut Department of Public Health is to protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Preventing disease, injury, and disability, and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

The State of Connecticut has provided funding for school based health centers since the mid 1980's. The SBHC program is administered by the Connecticut DPH and housed in the Community, Family Health and Prevention Section.

Currently there are ninety (90) DPH funded SBHCs located in 27 communities statewide. DPH SBHC staff is responsible for program and contract management, monitoring compliance with contract terms, tracking progress in reaching the goals and objectives of contractor developed quality improvement plans, program development and related activities.

B. PROGRAM OVERVIEW

Description

SBHCs are comprehensive primary care facilities located in or on the grounds of schools. They are licensed by DPH as outpatient or hospital satellite clinics. SBHCs assure that students, particularly those that are uninsured and underinsured have access to comprehensive health and preventative services needed to be healthy, in school, and ready to learn. SBHCs help schools do their job of educating by improving the health and well-being of students and addressing the health issues that interfere with learning. Services are provided free of charge. Parent/guardian permission is required for enrollment.

Population Served and Locations

DPH funded SBHCs serve students Pre-K-12. They are located in elementary, middle, and high schools as well as in combination schools where two schools are located in one facility (elementary and middle school or middle and high school). SBHCs are the result of partnerships between the schools in which they are located the sponsoring agency and the community.

Staffing

SBHC services are provided under the clinical direction of a medical director/designated physician with knowledge of community and school health and health promotion and disease prevention for pediatric populations. SBHC sites are staffed by interdisciplinary teams of professionals with expertise in child and adolescent health. Staffing at DPH funded sites includes at a minimum, an advanced practice registered nurse (APRN), physician assistant (PA) and social worker or equivalent mental health clinicians. Services provided are dependent upon the needs of students served and available resources. If dental services are provided, the staff would also include appropriate dental providers. Some sites employ additional health or allied health professionals such as: medical assistants, outreach workers, nutritionist and/support personnel.

Services

SBHCs can provide outreach, primary care, mental/behavioral health services, health promotion/education/ risk reduction activities, and dental services. These services are available to students regardless of ability to pay or insurance status. Primary care and mental/behavioral services are provided in accordance with nationally recognized standards.

Referrals to the SBHC come from numerous sources including, but not limited to: parents/guardians, school nurses, student support personnel (social workers, psychologists, guidance counselors) teachers, administrators and other school staff, and other outside entities.

Primary care services include, but are not limited to: health assessments, including comprehensive physical exams, health screenings and risk appraisals, individual and group health counseling, diagnosis and treatment of acute illness and injury, management and monitoring of chronic diseases including, but not limited to asthma, obesity and diabetes, administering immunizations, providing reproductive health care as appropriate, laboratory testing and prescribing and administering medications, follow-up and referral to community based health providers or medical home for needed services outside the scope of SBHC practice.

Mental/behavioral health services include, but are not limited to: assessment, diagnosis and treatment of psychological, social and emotional problems, crisis intervention, individual/group/family counseling, psycho social education, advocacy and case management, outreach to students at risk and referral to community based providers/organizations to address needs outside the scope of SBHC practice.

Dental services include but are not limited to: examinations and risk assessments; treatment planning; prophylaxis; fluoride applications; X-rays; extractions; emergency/restorative treatment; oral health education and referral to community based dental providers for services that are beyond the scope of the SBHC.

Health promotion/education activities on topics pertinent to the population served. Examples include injury and violence prevention, Internet safety, nutrition and physical activity, healthy relationships, teen pregnancy and Sexually Transmitted Diseases (STD).

SBHC staff is cognizant of the importance of family involvement and engage parents/guardians to the greatest extent possible.

C. MAIN PROPOSAL COMPONENTS

1. Applicant Organizational Requirements and Profile (Two-Page limit)

The purpose of this subsection is to state the organizational requirements (beyond eligibility and minimum requirements) for applicants and to offer guidance in providing the necessary information about the proposer's administrative and operational capabilities.

Provide a brief description of your organization as follows:

- a.** Describe how being a fiduciary for distribution of funding for SBHC Mental Health Services fits into the mission of your organization.
- b.** Describe your experience providing like services (fiduciary, technical assistance for SBHC mental Health Services) with similar mission to children and adolescents over the past three years.
- c.** Describe your experience providing contract management, share examples of when you managed multiple contractors.
- d.** Describe your organization's experience with your community and in collaborative projects in the cities/towns in which you serve.
- e.** Provide data as evidence to demonstrate the community need for services. See PA 21-35 Section 16 School Based Health Center Expansion Report.
- f.** Complete Cover Sheet and Application Form.

2. Service Requirements – Scope of Services

a. Service/Program Coordination (Three Page limit)

The plan for services should address the cultural, linguistic, and ethnic needs of the targeted population. The applicant should address the following areas:

-
1. Describe how you plan to provide the request for proposal for the selection and award of SBHC Mental Health sites. Please refer to Section IV Attachments Staffing Guidelines for reference.
 2. Describe how you plan to provide contract management for SBHC Mental Health sites.
 3. Describe how you plan to provide technical assistance to ensure SBHC Mental Health sites address the student's capacity for academic success and well-being.

b. Quality Assurance Plan (Two Page limit)

1. Describe your organization's plan to measure and improve quality, addressing the outcomes of services to be provided, including benchmarks for participation and outreach.
2. The plan should include, but not be limited to, addressing faculty, student and parental satisfaction, adherence to best practice standards in all clinical disciplines and reflect opportunities for improvement.
3. The plan should also reflect actions taken to resolve identified problems and improve quality of care provided.

c. Collaborations/Community Linkages (Three Page limit)

1. Describe how staff will provide technical assistance to SBHC Mental Health sites on how to conduct community outreach and include methods to be used in marketing the services to youth and families and address health equity in the community.
2. Describe how technical assistance to SBHC Mental Health staff will be provided including how to identify health care providers in the community willing to offer services to students and their families in the SBHC setting.
3. Describe how staff will provide technical assistance to SBHC Mental Health staff to establish and maintain cooperative working relationships with the Superintendent of Schools, School Principals, Board of Education, school personnel, community-based providers, parents, and the community.

3. Staffing Requirements –Implementation Plan (Three-page limit per site)

The purpose of this subsection is to provide any specific staff requirements of this RFP and guidance for the proposer to provide the required information about the quality and quantity of personnel to be employed to deliver the purchased service.

Implementation Plan

- a. The applicant must include a reasonable and thorough implementation plan including the following:
 1. Describe your staffing plan including personnel and support staff to be funded and identification of staff that will provide supervision, oversight, and coordination of services.
 2. Identify and describe roles of staff that will be utilized to provide services in your proposed model.
 3. Describe your plan and timeline for how staff will be hired and trained to meet the requirements of the program plan. Include appropriate job descriptions and resumes of all professional staff.
 4. Describe your experience and plan including timeline for hiring and staff training. Provide details of how your organization provides cultural competency through staff training and hiring practices to develop a diverse cadre of staff.
 5. Provide evidence that you will utilize small and minority businesses whenever feasible and appropriate in the purchase of supplies and services.

The proposal must describe the staff assigned to this project, including the extent to which they have the appropriate training and experience to perform assigned duties. Job descriptions, hours per week, and hourly rates must be provided for all staff assigned to this project on the form included in Section V Attachments.

4. Data and Technology Requirements (Two-Page limit)

The purpose of this subsection is to specify the requirements of the RFP and provide guidance for the proposer to provide information about the appropriate information management and performance measurement systems.

Data/Information Management

-
- a. Describe policies and procedures developed to provide technical assistance to ensure confidentiality and privacy in the storage and transfer of health records (including certified electronic health records), communicating health information related to referring students to other providers including the child's primary care provider, or for additional services, and regular collaboration with a physician advisor.
 - b. Describe your ability and experience with providing technical assistance for the collecting and managing patient information data.
 - c. Describe your experience and capacity to collect and analyze electronic data.

5. Work plan: (Three-Page limit)

The purpose of this section is to provide guidance for explaining the Work plan: tasks, participants, time estimates, and schedule for providing the purchased service.

A comprehensive and realistic work plan with measurable objectives describing tasks to be performed, deliverables and timelines, including a project start date, must be provided on the Application Forms included in Section IV Attachments. SMART objectives are objectives that are Specific, Measurable, Achievable, Realistic, and Time-bound. The work plan must be consistent with the RFP and the project's goals and objectives. **The project start date will be considered as part of the review criteria.**

D. COST PROPOSAL COMPONENT

1. Financial Requirements – Profile (Three Page limit)

The purpose of this subsection is to state the financial requirements of this RFP and provide guidance to the applicant for submitting appropriate information on fiscal stability, accounting and financial reporting systems, or relevant business practices.

- a. Provide a description of your annual budget and revenues.
- b. Provide a description of your financial standing.
- c. Describe financial management systems and control procedures.
- d. Detail existing contracts serving the community.

2. Budget Requirements – Budget and Budget Narrative

The purpose of this subsection is to identify budget requirements and to specify the required information and materials to be submitted explaining how the applicant developed the proposed budget and cost allocations.

Budget

Payments will be negotiated based on time frames and deliverables described in section V (Attachments) of this RFP. The proposal must contain the existing budget and the itemized budget with a detailed justification for each line item on the budget forms included in the Application in Attachments. All costs (travel, printing, supplies, etc.) must be included in the contract price. **Competitiveness of the budget will be considered as part of the proposal review process.**

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.

The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged. The proposed budget is subject to change during the contract award negotiations.

The selected Contractor must provide DPH with an original, five copies and an electronic version of the subcontractor(s) as stipulated in Section I.C.10. **Copies of state set aside certifications for small and/or minority business must also be provided.** Payments will be negotiated based on time frames and deliverables described in section V of this RFP.

IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

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V. ATTACHMENTS

■ **A. APPLICATION FORMS:** *The information and forms included in this section are required for submission of a proposal. The included forms must be completed and included in the proposal submission as applicable and directed however item numbers 9 and 12 may be submitted to the State of Connecticut Department of Administrative Services (DAS) Document Vault in accordance with existing procedures and within the statutorily required timeframes. If valid forms have been previously submitted they need not be submitted again but the proposal must clearly state that the electronic documents are available for viewing within the DAS Document Vault.*

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V. APPLICATION FORMS

COVER SHEET

REQUEST FOR PROPOSAL
RFP DPH Log# 2023-0904

Fiduciary for distribution of School Based Health Centers
Mental Health Funding
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
Community, Family Health, and Prevention Section

Applicant Information

Applicant Agency: _____
Legal Name

_____ Address

_____ City/Town State Zip Code

_____ Telephone No. FAX No. Email Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official: Date

Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

Applicant Information Form (continuation)

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

| | | |
|--------|---------|----------|
| | | |
| Name | Title | Tel. No. |
| | | |
| Street | Town | Zip Code |
| | | |
| Email | Fax No. | |

Program Progress Reports:

| | | |
|--------|---------|----------|
| | | |
| Name | Title | Tel. No. |
| | | |
| Street | Town | Zip Code |
| | | |
| Email | Fax No. | |

Financial Expenditure Reporting Forms:

| | | |
|--------|---------|----------|
| | | |
| Name | Title | Tel. No. |
| | | |
| Street | Town | Zip Code |
| | | |
| Email | Fax No. | |

Incorporated: YES NO

Agency Fiscal Year:

Type of Agency: Public Private Other, Explain: _____

Profit Non-Profit

Federal Employer I.D. Number:

Town Code No:

Medicaid Provider Status: YES NO

Medicaid Number:

Minority Business Enterprise (MBE): YES NO

Women Business Enterprise (WBE): YES NO

A. Budget Summary Instructions

1. Position Schedule #2a

- a. Complete the schedule for all positions to be funded even if currently vacant.
- b. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.

2. Personnel (lines #1 - #2)

- a. Line #1 **Salary and Wages:** Enter the total salary charged, as listed on Position Schedule 2a.
- b. Line #2 **Fringe Benefits Line:** Enter the total fringe benefits charged, as listed on Position Schedule 2a.

3. Line #8 Contractual (Subcontracts): Provide the total of all subcontracts and complete Subcontractor Schedule.

4. Lines #3 - #7, #9, and #10: Complete categories as appropriate,

5. Line #11: Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment. Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$5,000 or more.

6. Audit Costs: The cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**

7. Administrative and General Costs, Line Item #12

- a. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at:
http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

- b. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.

8. Other Program Income list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.

9. Multiple Funding Period Contracts: Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.

B. Budget Justification Schedule B

1. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

| Line Item (Description) | Amount | Justification - Breakdown of Costs |
|-------------------------|--------|--|
| Travel | \$730 | 1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits. |

2. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

****Please note: If Laboratory Services is a line item on the primary or subcontract budget, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.*

C. Subcontractor Schedule A--Detail

1. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.
2. Detail of Each Subcontractor:
 - a. Choose a category below for each subcontract using the basis by which it is paid:

A. Budget Basis B. Fee for Service C. Hourly Rate.
 - b. Choose whether the subcontractor is a minority or woman owned a business:
 - c. MBE WBE Neither
 - d. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the primary Budget Summary format may be copied and used instead.

Contractor Name, Contract Number

FUNDING PERIOD: 99/99/9999 to 99/99/9999

**Contract Period: Contract Start Date to Contract End Date
Budget Summary**

| Program: | Name | Name | Total |
|---|-------------|-------------|--------------|
| Fund: | SID | SID | |
| | | | |
| 1. Salaries & Wages | | | |
| 2. Fringe Benefits | | | |
| 3. Contractual (Sub-Contracts)** | | | |
| 4. Transportation | | | |
| 5. Materials & Supplies | | | |
| 6. Facilities | | | |
| 7. Capital Expenses (>\$5,000) | | | |
| 8. Client Subsidies | | | |
| 9. Other Expenses (list) | | | |
| a. | | | |
| b. | | | |
| c. | | | |
| d. | | | |
| e. | | | |
| f. | | | |
| g. | | | |
| h. | | | |
| i. | | | |
| 12. Administrative and General Costs | | | |
| Total DPH Grant | | | |
| | | | |
| Other Program Income | | | |
| | | | |
| | | | |
| | | | |

**Complete Sub-contractor Schedule A

Contractor Name, Contract Number

FUNDING PERIOD: 99/99/9999 to 99/99/9999

Contract Period: Contract Start Date to Contract End Date

Position Schedule #2a

Program/Fund

| Position Description and Staff Person Assigned | Site/ Location | Hours wk/ wks per Year | Hourly Rate | Total Salary Charged | Fringe Benefit Rate % | Total Fringe Benefits |
|---|-----------------------|-------------------------------|--------------------|-----------------------------|------------------------------|------------------------------|
| 1.Position: Name: | | / | | | % | |
| 2.Position: Name: | | / | | | % | |
| 3.Position: Name: | | / | | | % | |
| 4.Position: Name: | | / | | | % | |
| 5.Position: Name: | | / | | | % | |
| 6.Position: Name: | | / | | | % | |
| 7.Position: Name: | | / | | | % | |
| 8.Position: Name: | | / | | | % | |
| 9.Position: Name: | | / | | | % | |
| 10.Position: Name: | | / | | | % | |
| 11.Position: Name: | | / | | | % | |
| 12.Position: Name: | | / | | | % | |
| 13.Position: Name: | | / | | | % | |
| 14.Position: Name: | | / | | | % | |
| 15.Position: Name: | | / | | | % | |
| 16.Position: Name: | | / | | | % | |
| Totals | | | | | | |

***Attach resumes and job descriptions for all Professional Staff**

**Subcontractor Schedule A-Detail
Contractor Name, Contract Number**

BUDGET PERIOD: 99/99/9999 to 99/99/9999

Contract Period: Contract Start Date to Contract End

#1

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

| Program: | Name | Name | Total |
|----------------------------------|-------------|-------------|--------------|
| Fund: | SID | SID | |
| Line Item(s) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Subcontract Amount: | | | |

#2

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

| Program: | Name | Name | Total |
|----------------------------------|-------------|-------------|--------------|
| Fund: | SID | SID | |
| Line Item(s) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Subcontract Amount: | | | |

#3

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: MBE WBE Neither

| Program: | Name | Name | Total |
|----------------------------------|-------------|-------------|--------------|
| Fund: | SID | SID | |
| Line Item(s) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Subcontract Amount: | | | |

Work Plan (make as many blank pages as needed)

| Services to be Provided | Activities | Staff Position(s) Responsible | Timeframe for Completion |
|-------------------------|------------|-------------------------------|--------------------------|
| | | | |

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer, in compliance with all state and federal laws and shall comply with the Contract Compliance Regulations *and* CGS 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. Consistent with the Contract Compliance Regulations of Connecticut State Agencies, Sections 46a-68j-21 through 46a-68j-43, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market,
- Develop and follow an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive,
- Submit employment statistics contained in the "Employment Information Form," indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area, and
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per Section 46a-68j-30(10)(E) of the Contract Compliance Regulations

DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to do business with DPH shall not:

- Discriminate or permit discrimination against any protected class person or protected group in the performance of contracts'
- Engage in discriminatory practices or permit discriminatory practices in their workplace;

And shall:

- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities
- In all contract solicitations or advertisements state that they are an "affirmative action-equal opportunity employer"
- Sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

DPH notifies bidders, contractors, subcontractors, and suppliers of this policy and will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to show good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.



Raul Pino, MD, MPH
Commissioner, Department of Public Health



DATE

Rev. 7/2017

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) Women...(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3 (10) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment form below and return signed page to Awarding Agency along with bid proposal. Please retain a copy for your files.

The undersigned acknowledged receiving and reading a copy of the "Notification to Bidders" form.

Signature

Date

on behalf of:

Contract No.: #

Letter of Award: _____

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

| Job Categories | Overall Totals (sum of all cols. male & female) | White (not of Hispanic Origin) | | Black (not of Hispanic Origin) | | Hispanic | | Asian or Pacific Islander | | American Indian or Alaskan Native | | People with Disabilities | |
|---|---|--------------------------------|--------|--------------------------------|--------|---------------|--------|---------------------------|--------|-----------------------------------|--------|--------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Officials & Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | |
| Craft Workers (skilled) | | | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | | | |
| Laborers (unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| Totals Above | | | | | | | | | | | | | |
| Totals 1 year Ago | | | | | | | | | | | | | |
| FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above) | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | |
| EMPLOYMENT FIGURES WERE OBTAINED FROM: | | | | | | Visual Check: | | Employment Records | | Other: | | | |

- Have you successfully implemented an Affirmative Action Plan? YES NO
Date of implementation: _____ If the answer is "No", explain.
- a) Do you promise to develop and implement a successful Affirmative Action?
 YES NO Not Applicable Explanation:
- Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:
- According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:
- If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:

Contractor's Authorized Signature
Date

■ B. INFORMATIONAL ATTACHMENTS: *The information and forms in this section are for your reference only. The information contained herein will be required of applicants awarded funding and will be requested during the contract development process. Some of the indicated information may be submitted electronically. Do not include any of the forms included here with your proposal.*

| | |
|---|----|
| 1. Nondiscrimination Certification | 36 |
| 2. False Claims Act Notification. | 38 |
| 3. False Claims Act Policy. | 39 |
| 4. False Claims Act Procedure. | 42 |
| 5. SEEC Form 11. | 45 |
| 6. School Based Health Center Staffing Guidelines | 47 |
| 7. Preliminary Review Team Technical Criteria Worksheet | 48 |

The remainder of this page is intentionally blank

Nondiscrimination Certification Instructions

The governing body of your **corporation, company, or entity** must adopt policies and/or pass a resolution adopting and supporting nondiscrimination agreements and warranties as indicated in the *attached* Certification form.

If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warranties, as indicated in the *attached* Certification form.

| Individual Use FORM A | Corporation, Company or Entity Use FORM B (under \$50,000) or FORM C (\$50,000 or more) |
|---|---|
| For an individual, enter your full legal name and address of residence. | Enter the legal Name and Title of the Authorized Signatory if not already included on the form. This is the person <u>named</u> in the Secretarial Certification as authorized to sign. Alternately, the person authorized to certify the authorized signatory may sign this certification. If this option is chosen, the individual signing the secretarial certification and the nondiscrimination certification should be the same individual. |
| This does not apply for contracts with individuals. | Enter Corporation / Contractor Name with no abbreviations unless it is legally abbreviated in the charter if not already included on the form. Exception: Corp. is a legal abbreviation. |
| This does not apply for contracts with individuals. | Enter State or Commonwealth of Incorporation where required if not already included on the form |
| Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed | Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed |
| Enter the Signer's Signature. | Enter the Signer's Signature. |

IMPORTANT

Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.

It is **not** necessary to have the form notarized unless an area for such appears on the form. Notarization is required, however, if so indicated on the form.

The requirement for notarization exists for contracts including funding in excess of \$50,000 per year.

The enclosed form is an official document approved by the Connecticut Office of Attorney General. Substitute documents are not acceptable.

Any type of correction fluid or tape is not acceptable! ***

*** We can supply additional forms if necessary.


cert.instr. 7/10/09

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.


Do not return the False Claims Policy or False Claims Procedure to the Department. Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

| | | |
|---|----------------------------------|---|
|  | False Claims Act (Policy) | PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010 |
|---|----------------------------------|---|

| APPROVAL SIGNATURES | | DATE |
|---|-------------------------------|------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010 |
| | | |

| REVISION HISTORY | | | |
|------------------|-----------------------|--------------|----------------|
| Revision | Description of Change | Author | Effective Date |
| Basic | Initial Release | Bruce Wallen | 05/21/2010 |
| | | | |

| REFERENCE DOCUMENTS | |
|---|------------------------------------|
| Document | Title |
| The Deficit Reduction Act ("Act") of 2005 | Section 6032 |
| United States Code (U.S.C.) | Sections 3729-3733 |
| Connecticut General Statutes (C.G.S.) | Section 53a-290 Vendor Fraud |
| Connecticut General Statutes (C.G.S.) | Section 4-61dd Whistleblower |
| Connecticut General Statutes (C.G.S.) | Section 31-51m Blacklisting |
| Connecticut General Statutes (C.G.S.) | Section 17b-127 General Assistance |

| | | |
|---|------------------------------------|--|
|  | <h2>False Claims Act (Policy)</h2> | <p>PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p> |
|---|------------------------------------|--|

1.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

| | |
|-----------------------|--|
| “ <u>CGMS</u> ” | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| “ <u>Department</u> ” | The State of Connecticut Department of Public Health |
| “ <u>FCA</u> ” | False Claims Act |
| “ <u>PFCRA</u> ” | Program Fraud Civil Remedies Act |

3.2 Definitions


Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

| | | |
|---|------------------------------------|--|
|  | <h2>False Claims Act (Policy)</h2> | <p>PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p> |
|---|------------------------------------|--|

4.0 Compliance

4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.


The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

4.3 Compliance Reporting


All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

| | | |
|---|-------------------------------------|---|
|  | False Claims Act (Procedure) | PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010 |
|---|-------------------------------------|---|

| APPROVAL SIGNATURES | | DATE |
|---|-------------------------------|------------|
| J. Robert Galvin, M.D., M.P.H. (original signature on file) | Commissioner of Public Health | 05/21/2010 |
| | | |

| REVISION HISTORY | | | |
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| Connecticut General Statutes (C.G.S.) | Section 31-51m Blacklisting |
| Connecticut General Statutes (C.G.S.) | Section 17b-127 General Assistance |

| | | |
|---|---------------------------------------|--|
|  | <h2>False Claims Act (Procedure)</h2> | <p>PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p> |
|---|---------------------------------------|--|

1.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

2.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

| | |
|-----------------------|--|
| “ <u>CGMS</u> ” | The Connecticut Department of Public Health, Contracts & Grants Management Section |
| “ <u>Department</u> ” | The State of Connecticut Department of Public Health |
| “ <u>FCA</u> ” | False Claims Act |
| “ <u>PFCRA</u> ” | Program Fraud Civil Remedies Act |
| “ <u>POS</u> ” | Purchase of Service Contract |

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.



False Claims Act (Procedure)

PR-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

4.0 Process

4.1 Dissemination to the Department's New Employees

4.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

4.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

4.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

4.3 Dissemination to Contractors and Qualified Providers

4.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

4.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

4.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

4.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

5.0 Records

5.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

| Record Name | Responsible | Retention Req. | Location |
|--|------------------------|-------------------------------------|--------------------|
| Employee acknowledgement of receipt of False Claims Policy and Procedure | Human Resources Office | Until employee termination | Employee File |
| Fully Executed Contract Document | CGMS | 3 Yrs. From end date of contract(s) | CGMS Contract File |

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract

terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

School Based Health Centers

Staffing Guidelines

- A.** A center coordinator/manager with training and experience in health/mental health systems management, supervision and administration.
- B.** At least one masters-prepared advanced practice registered nurse (APRN) with experience serving the target population (including age and ethnicity), with appropriate clinical consultation and back-up or a certified physician assistant (PA) with appropriate physician supervision.
- C.** At least one clinically trained master's level social worker (MSW), licensed clinical social worker (LCSW) preferred, or licensed professional counselor (LPC) with expertise in working with the target population (including age and ethnicity) with LCSW supervision/consultation and back up. A marriage and family therapist (MFT) may be considered with clearly demonstrated expertise in working with the target population, with LMFT clinical supervision/ consultation and back up.
- D.** A medical director who must be a licensed physician with experience serving the target population and working with mid-level practitioners.
- E.** Support staff as needed, (i.e., clerical, receptionist, data entry professionals, etc.)
- F.** Additional health and/or allied health professionals as needed (i.e., nutritionist, substance prevention specialist, health educator, outreach worker, parent aid, medical assistant, psychologist, etc.)
- G.** If oral health/dental services are to be provided (optional), a licensed dental director and additional licensed dental providers, as needed.

MINIMUM MENTAL HEALTH SERVICES TO BE PROVIDED: (UTILIZATION OF CENTER SERVICES REQUIRES WRITTEN PARENTAL PERMISSION).

- A. Mental Health/Social Services:** Services must be provided in accordance with nationally recognized and accepted standards such as the Child Welfare League of America or the National Association of Social Workers, Inc. Other nationally recognized and accepted standards may be utilized as a framework for professional practice with prior Department approval.
 - 1. Services:
 - a. Assessment, diagnosis and treatment of psychological, social and emotional problems
 - b. Crisis intervention
 - c. Individual, family and group counseling or referral for same if indicated
 - d. Substance abuse and HIV/AIDS prevention
 - e. Risk reduction and early intervention services
 - f. Outreach to students at risk
 - g. Support and/or psycho-educational groups focusing on topics of importance to the target population
 - h. Advocacy and referral for such services as day care, housing, employment, job training, etc.
 - i. Consultation to school staff and parents regarding issues of child and adolescent growth and development
 - 2. Referral and follow-up for care that is beyond the scope of services provided in the SBHC.
- B. Health Education Services:** Services should be supportive of existing (Local Education Agency) health education activities:
 - 1. Consultation to school staff regarding issues of child and adolescent growth and development
 - 2. School staff and parent training regarding issues of importance in target population
 - 3. Individual and group health education
 - 4. Classroom presentations

Applicant: _____

Criteria:

Maximum Points Bidder's Points

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| <p>Organizational Profile: The extent to which the applicant has provided and/or demonstrated:</p> <ul style="list-style-type: none"> • Describe how being a fiduciary for distribution of funding for SBHC Mental Health services fits into the mission of your organization. • Describe your experience providing like services (fiduciary, technical assistance for SBHC Mental Health Services) with similar mission to children and adolescents over the past three years. • Describe your experience providing contract management, share examples of when you managed multiple contractors. • Describe your organizations experience with your community and in collaborative projects in the cities/towns in which you serve. • Provide data as evidence to demonstrate the community need for services. See PA 21-35 Section 16 School Based Health Centers Expansion Report. • Complete Cover Sheet and Applicant Information Form. | <p>15</p> | |
| <p>Service Requirements - Scope of Services: The extent to which the applicant has provided and/or demonstrated:</p> <p>Service Program Coordination: (Three-page limit)</p> <ul style="list-style-type: none"> • Describe how you plan to provide the request for proposal for the selection and award of SBHC Mental Health sites. Please see Section IV Attachments Staffing Guidelines for reference. • Describe how you plan to provide contract management for SBHC Mental Health Sites. • Describe how you plan to provide technical assistance to ensure SBHC Mental Health Sites address the student's capacity for academic success and well-being. <p>Quality Assurance Plan: (Two-page limit)</p> <ul style="list-style-type: none"> • Describe your organizations plan to measure and improve quality, addressing the outcomes of services to be provided, including benchmarks for participation and outreach. • The plan should include but not be limited to addressing faculty, student, and parental satisfaction; adherence to best practice standards in all clinical disciplines and reflect opportunities for improvement. • The plan should also reflect actions taken to resolve identified problems and improve quality of care provided. <p>Collaborations/Community linkages: (Three-page limit)</p> <ul style="list-style-type: none"> • Describe how staff will provide technical assistance to SBHC Mental Health sites on how to conduct community outreach and include methods to be used in marketing the services to youth and families and address health equity in the community. • Describe how technical assistance to SBHC Mental Health staff will be provided including how to identify and link with health care providers in the community willing to offer services to SBHC students and their families. • Describe how staff will provide technical assistance to SBHC Mental Health staff to establish and maintain cooperative working relationships with the Superintendent of Schools, School Principals, Board of Education members, school personnel, community-based providers, parents, and the community. | <p>30</p> | |

Applicant: _____

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| <p>Staffing Requirements – Implementation Plan: (Three-page limit) The extent to which the applicant has obtained and/or demonstrated:</p> <ul style="list-style-type: none"> Describe your staffing plan including personnel and support staff to be funded and identification of staff that will provide supervision, oversight, and coordination of services. Identify and describe roles of staff that will be utilized to provide services in proposed model. Describe your plan and timeline for hiring and training staff to meet requirements of the program. Include job descriptions and resumes of all professional staff. Provide details as how your organization provides cultural competencies staff training and hiring practices to develop a diverse cadre of staff. Evidence that you will utilize small and minority businesses whenever feasible and appropriate in the purchase of supplies and services. | <p>15</p> | |
| <p>Data and Technology Requirements: The extent to which the applicant demonstrates and describes:</p> <ul style="list-style-type: none"> Policies and procedures developed to ensure confidentiality and privacy in the storage and transfer of health records (including electronic records); communicating health information related to referring students to other providers including the child’s primary care provider, or for additional services, and regular collaboration with a physician advisor. Ability and experience with collecting and managing data that will manage patient information. Experience and capacity to collect and analyze electronic data and plans regarding Electronic Medical Records. | <p>10</p> | |
| <p>Work plan: The extent to which the applicant demonstrates a:</p> <ul style="list-style-type: none"> Work plan on form provided in Section IV Attachments with measureable objectives describing tasks to be performed, deliverables, and timelines, including a project start date, utilizing SMART objectives (Specific, Measureable, Achievable, Realistic, and Time-bound). | <p>10</p> | |
| <p>Financial Profile: The extent to which the applicant demonstrates and/or describes:</p> <ul style="list-style-type: none"> Annual budget and revenues Financial standing. Financial management systems and control procedures. Existing contracts serving the community. Sustainability Plan detailing how services will be provided and eventually sustained with resources outside of contract funding. | <p>10</p> | |
| <p>Budget Requirements – Budget and Budget Narrative: The extent to which the applicant provides and demonstrates:</p> <ul style="list-style-type: none"> Completed, required budget forms (Section V Attachments) including, where applicable, subcontractor(s) budgets, and budget narratives The subcontractor(s) (where applicable) FEIN, contact person, title, phone, Fax, e-mail, services to be provided, oversight, cost and term. | <p>10</p> | |
| <p>TOTAL</p> | <p>100</p> | |