The Department of Social Services

The Department of Mental Health and Addiction Services

The Department of Children and Families

CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINICS

Request for Applications

CCBHC_RFA

PROCUREMENT NOTICE

CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINICS

Request for Applications
CCBHC_RFA

Purpose. The Department of Social Services (DSS), Department of Mental Health and Addiction Services (DMHAS) and Department of Children and Families (DCF) are seeking applications from outpatient behavioral health providers who wish to seek certification as a Certified Community Behavioral Health Clinic (CCBHC). CCBHCs represent an opportunity for states to improve the behavioral health of their citizens across their lifespan by:

- Providing community-based mental health and substance use disorder services;
- Advancing integration of behavioral health with physical health care;
- Assimilating and utilizing evidence-based practices on a more consistent basis; and
- Promoting improved access to high quality care.

Eligibility of the Applicant. Any agency that is enrolled in the Connecticut Medical Assistance Program (CMAP) network as a freestanding mental health/substance abuse clinic (50/50), as a Federally Qualified Health Center (FQHC), or as a state operated mental health clinic (50/60) with at least one (1) physical location in operation prior to April 1, 2014 may apply through this RFA for certification as a CCBHC. There are no limits on the number of agencies that are permitted to apply. The Departments intend to select up to 12 agencies. Any agency that applies must be in good standing with the Departments. This includes unresolved auditing or quality assurance concerns. If an applicant owes any outstanding receivables to the Departments, the applicant may be excluded by the Departments from this process. Agencies must also meet the following requirements (to be provided in the Attachments section): current licensure through Department of Public Health (DPH) or DCF to provide outpatient behavioral health services; current accreditation through The Joint Commission (TJC) or Commission on the Accreditation of Rehabilitation Facilities (CARF); **Person-Centered Medical Home (PCMH) by NCQA; or Council on Accreditation (COA)** AND use of ~~a~~an ~~certified~~ Electronic Health Record (EHR).

Objectives of the Applicant. Applicants must meet all requirements in the Certified Community Behavioral Health Clinics Application, embedded in the following hyperlink, **Application CCBHC.**

THIS IS AN ELECTRONIC SUBMISSION

The Request for Applications is available in electronic format on the State Contracting Portal at **http://das.ct.gov/Director.aspx?Page=12** , under the Department of Social Services or from the Department's Official Contact:

Name: Marcia McDonough, Contract Administration & Procurement
Address: 55 Farmington Avenue, Hartford, CT 06105-3730
Phone: 860-424-5214
Fax: 860-424-5800
E-Mail: **Marcia.McDonough@ct.gov**

The RFA is also available on the following websites: DSS website at http://www.ct.gov/dss/rfp; DMHAS website at http://www.ct.gov/dmhas/rfp; and DCF home page at http://www.ct.gov/dcf

The DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats shall be directed to the DSS's Official Contact at 860-424-5214. The DSS reserves the right to reject any and all applications or cancel this procurement at any time if it is deemed in the best interest of the State of Connecticut (State).

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I. PROGRAM INFORMATION

A. OVERVIEW

The Department of Social Services (DSS), Department of Mental Health and Addiction Services (DMHAS) and Department of Children and Families (DCF) are seeking applications from outpatient behavioral health providers who wish to seek certification as a Certified Community Behavioral Health Clinic (CCBHC). CCBHCs represent an opportunity for states to improve the behavioral health of their citizens across their lifespan by:

- Providing community-based mental health and substance use disorder services;
- Advancing integration of behavioral health with physical health care;
- Assimilating and utilizing evidence-based practices on a more consistent basis; and
- Promoting improved access to high quality care.

Enhanced federal matching funds made available through this demonstration for services delivered to Medicaid beneficiaries offer states the opportunity to expand access to care and improve the quality of behavioral health services. CCBHCs will work with the DSS or its designee to develop actuarially sound rates delivered via a Prospective Payment System.

NOTE WELL: A Federally Qualified Health Center (FQHC), Indian Health Service entity, or private non-profit hospital providing both outpatient behavioral health and physical healthcare may also seek designation as a CCBHC, but will only receive Prospective Payment for qualifying behavioral health services.

B. BACKGROUND

In March 2014, Congress passed the Protecting Access to Medicare Act (PAMA) of 2014 and the President signed it into law on April 1, 2015 (P.L. 113-93, Section 223). Section 223 authorizes the Department of Health and Human Services to: establish criteria used to certify clinics that will participate in a two (2) year demonstration program; provide guidance on the development of a Prospective Payment System for payment of CCBHC services; award grants to states for planning purposes and to develop proposals to participate in demonstration program; select up to eight (8) states to participate in the demonstration; pay states participating in the demonstration program federal matching funds at established rates; and evaluate the project and prepare annual reports to Congress. On May 20, 2015, Substance Abuse and Mental Health Services Administration (SAMHSA) in conjunction with the Centers for Medicare and Medicaid Services (CMS) and the Assistance Secretary of Planning and Evaluation (APSE) released an RFA for Planning Grants for Certified Community Behavioral Health Clinics (CCBHCs). SAMHSA plans to award up to $2 million per selected state for planning purposes to develop proposals to participate in a two (2) year demonstration program.

NOTE WELL: Connecticut applied for this funding opportunity on August 5, 2015. Announcements of awards are anticipated to occur in late September 2015 with an October 1, 2015 start date. Despite the lack of formal award, Connecticut is

proceeding with planning efforts to ensure adequate preparedness to implement the Planning Grant. If Connecticut does not receive this award, the Departments reserve the right to rescind this RFA. If Connecticut is not a recipient of the two year demonstration program, the Departments reserve the right to terminate the CCBHC project.

C. DESCRIPTION OF CCBHC INITATIVE

The Departments are seeking applications from outpatient behavioral health providers who wish to be certified as Community Behavioral Health Clinics. This RFA will contain two (2) program phases.

NOTE WELL: Providers who do not apply under this RFA and do not participate in Phase 1 will not be eligible for Phase 2.

Phase 1 Planning: Selected providers (up to 12) will be required to complete the Certification Criteria Assessment Tool (CCRT), embedded as a hyperlink. CCRT was developed by the National Council for Behavioral Health/MTM Services, as an assessment of readiness to implement CCBHC criteria. Based on the findings from the assessment, providers will be assigned to mandatory Learning Communities to support their movement for compliance with CCBHC criteria.

Phase 2 Demonstration: Providers selected for Phase 1 will be required to submit a proposal by May 2016, for consideration to be certified. The content will be determined by the Departments. Up to six (6) providers from the original cohort will be selected to move forward with certification based on their proposal responses and progress made during the Learning Communities.

D. SOURCE OF FUNDS

This RFA does not offer a new source of funds for community behavioral health outpatient services, but does provide an opportunity for providers who become certified as CCBHCs to receive payment under a Prospective Payment system, developed using actuarially sound methodology during the two (2) year demonstration program.

The Certified Clinic Prospective Payment System-2 (CC PPS-2) is a cost-based, per clinic monthly rate that applies uniformly to all CCBHC services rendered by a certified clinic, including all qualifying sites of the certified clinic established prior to April 1, 2014. CC PPS-2 includes these required elements: (1) a monthly rate to reimburse the CCBHC for services, (2) separate monthly PPS rates to reimburse CCBHCs for higher costs associated with providing all services needed to meet the needs of clinic users with certain conditions, (3) cost updates from the demonstration planning period to DY1 using the Medicare Economic Index (MEI) and from DY1 to DY2 using the MEI or by rebasing, (4) outlier payments made in addition to PPS for participant costs in excess of a threshold defined by the state, and (5) Quality Bonus Payment (QBP) made in addition to the PPS rates. A CCBHC receives the monthly rate whenever at least one CCBHC service is delivered during the month to a Medicaid beneficiary by the CCBHC; states may pay this rate only after a CCBHC service has been delivered.

Under this methodology states will develop a standard monthly rate and also will develop monthly PPS rates that vary according to users' clinical conditions. For example, states could set different rates for adults with serious mental illness and co-occurring substance use disorders and children and adolescents with serious emotional disturbance who require higher intensity services. The state has flexibility in determining how PPS rates could vary. An outlier payment is part of the CC PPS-2 and reimburses clinics for costs above a state-defined threshold. This helps to ensure that clinics are able to meet the cost of serving their users. Finally, the CC PPS-2 rate methodology requires the state to select quality measure(s) as permitted and make bonus payments to incentivize improvements in quality of care.
States should include in CC PPS-2 the cost of care associated with Designated Collaborating Organizations (DCOs). A DCO is an entity that is not under the direct supervision of the CCBHC but is engaged in a formal relationship with the CCBHC and delivers services under the same requirements as the CCBHC. Payment for DCO services is included within the scope of the CCBHC PPS, and DCO encounters will be treated as CCBHC encounters for purposes of the PPS. Services of a DCO are distinct from referred services in that the CCBHC is not financially and clinically responsible for referred services.

E. LICENSES AND CERTIFICATIONS

The applicant, employees and agents must comply with all Federal, State and local statutes, regulations, codes ordinances, certifications and/or licensures applicable to an operational outpatient psychiatric and/or substance abuse clinic for adults and/or children.

F. CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINIC REQUIREMENTS

Each agency seeking certification as a CCBHC is required to meet the terms set forth in **Appendix A,** the SAMHSA RFA Criteria, embedded as a hyperlink.

G. AUDITS

The CCBHC must maintain documentation to support data submitted to the web-based client registration system and documentation to support that care practices are consistent with policies and procedures submitted in support of other CCBHC requirements.

Access documentation must include but may not be limited to the documentation of the original referral screening/initial contact date and a record of the date and time of appointments offered and whether accepted. Audit findings that indicate a failure to comply with program requirements or documentation thereof may result in an audit adjustment.

II. GENERAL INFORMATION

A. INTRODUCTION

1. **RFA Name**. Certified Community Behavioral Health Clinics Request for Applications, CCBHC_RFA_083115.

2. **Qualifications of the Applicant**. The Applicant must meet all requirements in **Application CCBHC,** the Certified Community Behavioral Health Clinics Application.

3. **Application Submission Process**. **THIS IS AN ELECTRONIC SUBMISSION**

   Please refer to Section III, INSTRUCTIONS, A. and B. for detailed submission requirements.

4. **Commodity Codes**. The commodity codes most frequently used by the Departments are 1000 Healthcare Services; 2000 Community and Social Services; 3000 Education and Training Services.

B. APPLICATION OUTLINE

This section presents the **required** outline that must be followed when submitting an application in response to this RFA. Applications must include each of the components listed below, in the order specified:

1. The Certified Community Behavioral Health Clinics Application, embedded in the following hyperlink, **Application CCBHC**.
2. The following attachments are to be included with the application:

   Attachment 1 Current license(s) issued by DCF and/or DPH

   Attachment 2 Joint Commission and/or CARF Accreditation **and/or Person-Centered Medical Home (PCMH) by NCQA; or Council on Accreditation (COA).**

   Attachment 3 Proof of ~~certified~~ Electronic Health Record (EHR) technology

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

3. The following forms are to be included with the application:

   Form A. Declaration of Confidential Information

   Form B. Conflict of Interest - Disclosure Statement

   Form C. Addendum Acknowledgement

   Form D. **Certification Regarding Lobbying**

   Form E. CHRO Compliance Package required documents

III. INSTRUCTIONS

■ A. OFFICIAL CONTACT, SCHEDULE AND DELIVERY REQUIREMENTS

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

   Name: Marcia McDonough, Contract Administration & Procurement
   Address: 55 Farmington Avenue, Hartford, CT 06105-3730
   Phone: 860-424-5214
   E-Mail: marcia.mcdonough@ct.gov

   Applicants are required to ensure that e-mail screening software recognizes and will accept e-mails from the Official Contact.

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

   State Contracting Portal, under the Department of Social Services
   http://das.ct.gov/Director.aspx?Page=12,
   DSS website at http://www.ct.gov/dss/rfp,
   DMAS website at http://www.ct.gov/dmhas/rfp,
   DCF home page at http://www.ct.gov/dcf

   It is strongly recommended that any applicant or prospective applicant subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. While this service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFA, it is incumbent upon each applicant or prospective applicant to monitor the State Contracting Portal for information regarding this and any other procurement.

3. **Application Schedule.** See below. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFA and will be posted *on the DSS, DHMAS, DCF and the State Contracting Portal.*

Milestones	Dates
RFA Released	Monday, August 31, 2015
Questions	Thursday, September 10, 2015
Responses to Questions	Monday September 14, 2015
Mandatory Letter of Intent	~~Tuesday~~ Wednesday September 16, 2015
Application Due Date	**Thursday September 24, 2015**
Successful Applicant(s) Announced	Monday October 5, 2015

4. **Letter of Intent. Prospective applicants are required** to submit a Letter of Intent (LOI). The following hyperlink, **Letter of Intent form,** contains the required form to be completed. The LOI is non-binding and does not obligate the sender to submit an application. The LOI must be submitted to the Official Contact by **e-mail by the deadline established** in the Procurement Schedule. Please submit your LOI **via e-mail, subject line: LOI CCBHC_RFA,** to the Official Contact for this RFA (Marcia.mcdonough@ct.gov). Failure to submit a LOI disqualifies an applicant to respond to the CCBHC RFA.

5. **Inquiry Procedures.** All questions regarding this RFA or the Department's procurement process must be submitted **via e-mail** to the Official Contact. 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 will be answered. However, the Departments will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the requirements of the RFA or the procurement process will not be answered. The Departments may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the addendum and duly noted as such. DSS will release the answers to questions on the date established in the Procurement Schedule. The Departments will publish any and all amendments or addenda to this RFA on the State Contracting Portal, the DSS Website and on DMHAS and DCF RFA Website. Applications **must include a signed Addendum Acknowledgement, which will be placed at the end of any and all amendments or addenda to this RFA.**

6. **CCHBC_RFA due Date and Time.** The Official Contact is the **only authorized recipient** of applications received in response to this RFA. **Applications must be received by the Official Contact via e-mail.**

   Due Date. This is an electronic Application Submission. Applicants shall put in the subject line, **CCHBC_RFA_083115**.

   Applications will be accepted by the Official Contact, **marcia.mcdonough@ct.gov.** The last date for submission of Applications is **September 24, 2015@2:00 PM**.

   The electronic submission must be compatible with *Microsoft Office Word*.

7. **Multiple Proposals.** The submission of multiple proposals by the same Respondent is not an option with this procurement.

8. **Claim of Exemption from Disclosure.** Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 *et seq*. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. The Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the proposal.

   For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

9. **Conflict of Interest - Disclosure Statement.** Applicants 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 Applicant 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 an Applicant 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 respondent or is not in the best interests of the State. In the absence of any conflict of interest, an Applicant must affirm such in the disclosure statement. *Example: "[name of Applicant] 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."*

10. Affirmative Action.

Applicants must complete the CHRO Compliance Package and include with their RFA submission required documentation to evidence their compliance with certain non-discrimination and affirmative action obligations pursuant to applicable Connecticut General Statutes. The CHRO Compliance Package may be obtained from the following link on the DCF website:

http://www.ct.gov/dcf/LIB/dcf/contract_management/pdf/Bidders_CHRO_Compliance_Package.pdf

To qualify for designation as a CCBHC the clinic must have an affirmative action plan prior to the effective date of their qualification. This affirmative action plan must be available for inspection at the time of audit by the Departments. Successful Applicants will be expected to comply with non-discrimination requirements and any other required State and Federal regulations.

■ B. APPLICATION FORMAT INFORMATION

1. **Required Outline.** All applications must follow the required outline presented in SECTION II-GENERAL INFORMATION, B. APPLICATION OUTLINE. Applications that fail to follow the required outline will be deemed non-compliant and will not be reviewed.

2. **Attachments.** Attachments other than the required Attachments and Forms identified in SECTION II-GENERAL INFORMATION, B. APPLICATION OUTLINE are not permitted. Further, the required attachments and forms must not be altered or used to extend, enhance, or replace any component required by this RFA. Failure to abide by these instructions will result in disqualification.

3. **Electronic Submission Requirements.** All applications must be submitted via e-mail to Marcia.McDonough@ct.gov. **CCBHC_RFA_083115 shall be in the subject line.**

4. **Preparing a Responsive Application:**

The **Application CCBHC,** embedded as a hyperlink, contains the requirements that the Applicant must address in its' submission. Applicants are **strongly encouraged** to respond to the requirements within the context of the information contained in each sub-heading and corresponding sections from which it has been taken. There is often additional detail within the sub-heading and corresponding sections that explicates the breadth and depth of information that a successful Applicant will provide. This approach to submitting information will better ensure that the submitted responses and information fully address the components of this guidance.

■ C. EVALUATION OF SUBMISSIONS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFA. When evaluating submissions, negotiating with the successful Respondent(s), and offering the right to negotiate a contract, the Department will conform to 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. **Evaluation Team.** The Department will designate an Evaluation Team to evaluate the applications submitted in response to this RFA. The contents of all submissions, including any confidential information, will be shared with the Evaluation Team. Only submissions found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Submissions that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.

   The applications will be reviewed individually by representatives from DSS, DMHAS and DCF as well as individuals in recovery/family members to determine whether or not the applications meet the requirements as outlined in the RFA.

3. **Minimum Submission Requirements.** All submissions must comply with the requirements specified in this RFA. To be eligible for evaluation, submissions must (a) be received on or before the due date and time; (b) meet the Submission Format requirements; (c) follow the required Submission Outline; and (d) be complete. Submissions that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Departments will reject any submission that deviates significantly from the requirements of this RFA.

4. **Evaluation Criteria (and Weights).** Submissions meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the submissions. Only the criteria, as listed in **Appendix A,** embedded as a hyperlink, will be used to evaluate submissions. The criteria are weighted according to their relative importance. The weights are confidential.

5. **Respondent Selection.** Upon completing its evaluation of submissions, the Evaluation Team will submit the rankings of all submissions to the DSS, DMHAS and DCF Department heads. The final selection of successful Respondent(s) is at the discretion of the Department heads. Any Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Departments. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.

   The Departments reserve the right to reject any and all applications, or portions thereof, received as a result of this request, or to negotiate separately any service requirements in any manner necessary to serve the best interests of the Departments. The Departments reserve the right to qualify clinics for all, any portion of the service requirements contained within the RFA if it is determined that qualifying for a portion, or all of the work will best meet the needs of the Departments.

6. **Debriefing.** After receiving notification of the outcome of the review from the Departments, any Applicant may contact the Official Contact, Marcia McDonough,

Contract Administration, at (860)424-5214 or **Marcia.McDonough@ct.gov** and request a Debriefing of the procurement process and its application. If Applicants still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department of Social Services shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the Department's receipt of a request. The Debriefing meeting must not include or allow any comparisons of any applications with other applications. The Debriefing process shall not be used to change, alter, or modify the outcome. More detailed information about requesting a Debriefing may be obtained from the Official Contact.

7. **Appeal Process.** N**ot later than thirty (30) days** after the Department notifies applicants about the outcome of their application, applicants may submit an appeal to the Department of Social Services. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Applicants may appeal any aspect of the Department's procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the procurement there was a failure to comply with the State's statutes, regulations, or the provisions of the RFA. Any such appeal must be submitted to the DSS Agency Head with a copy to the Official Contact. The must include the basis for the appeal and the remedy requested. 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 with a successful applicant(s). More detailed information about filing an appeal may be obtained from the Official Contact.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" More detailed information is available on the State Contracting Standards Board web site http://www.ct.gov/scsb/site/default.asp.

9. **Contract Execution.** Any contract developed and executed as a result of this RFA is subject to the Department's contracting procedures, which may include approval by the Department of Administrative Services and Office of the Attorney General.

IV. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT, PARTS I AND II

By submitting an Application in response to this RFA, the Applicant implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting 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 OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's web site 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 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.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Applicant (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 and the Attorney General's office.

■ B. ASSURANCES

By submitting an Application in response to this RFA, an Applicant implicitly gives the following assurances:

1. **Collusion.** The Applicant represents and warrants that the Applicant did not participate in any part of the RFA development process and had no knowledge of the specific contents of the RFA prior to its issuance. The Applicant further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Applicant's submission. The Applicant also represents and warrants that the application is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The Applicant 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 RFA. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Applicant, contractor, or its agents or employees.

3. **Validity of Application.** The Applicant certifies that the application represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto. The application shall

remain valid for a period of 180 days after it has been received by the Department and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the application, by reference or otherwise, into the resultant contract with a successful Applicant.

4. **Press Releases.** The Applicant agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFA or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting an Application in response to this RFA, an Applicant 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 an Applicant in preparing, submitting, or clarifying any qualifications submitted in response to this RFA.

3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Applicants are liable for any other applicable taxes.

4. **Changes to Application.** No additions or changes to the original application will be allowed after submission. While changes are not permitted, the Department may request and authorize Applicants to submit written clarification of their application, in a manner or format prescribed by the Department, and at the Applicant's expense.

5. **Supplemental Information.** Supplemental information will not be considered after an application is received, unless specifically requested by the Department. The Department may ask the Applicant to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in their application. 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 Applicants invited to make such a demonstration, interview, or oral presentation.

6. **Presentation of Supporting Evidence.** If requested by the Department, the Applicant must be prepared to present evidence of experience, ability, data reporting capabilities, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFA. At its discretion, the Department may also check or contact any reference provided by the Applicant.

7. **RFA Is Not An Offer.** Neither this RFA 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 Applicant unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Applicant 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 Applicant or for payment of services under the terms of the contract until the successful Applicant is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting an Application in response to this RFA, the Applicant implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFA shall ultimately be determined by the Department.

2. **Amending or Canceling RFA.** The Department reserves the right to amend or cancel this RFA 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 Applications.** In the event that no acceptable Applications are submitted in response to this RFA, 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 Applications.** The Department reserves the right to award in part, to reject any and all applications in whole or in part, for misrepresentation or if the application limits or modifies any of the terms, conditions, or specifications of this RFA. 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 any application submitted after the closing date of April 1, 2015, 2:00 PM.

5. **Sole Property of the State.** All applications submitted in response to this RFA 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 RFA shall be the sole property of the State, unless stated otherwise in this RFA or subsequent contract. The right 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 RFA. The Department further reserves the right to contract with one or more Applicants for such services.

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 and subsequently awarding the contract to another. 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 Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Applicant.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting an application in response to this RFA, the Applicant implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to:

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). Applicants are generally advised not to include in their applications any confidential information. If the Applicant indicates that certain documentation, as required by this RFA, 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 Applicant has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While an Applicant 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 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. IMPORTANT NOTE: The Applicant must upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

3. **Consulting Agreements, C.G.S. § 4a-81.** Applications 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 require 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 OPM: Ethics Forms IMPORTANT NOTE: The Applicant must upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

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 an Applicant is offered an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the Applicant 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 OPM: Ethics Forms
   IMPORTANT NOTE: The selected Applicant(s) must upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

5. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If an Applicant is offered an opportunity to negotiate a contract, the Applicant must provide the Department with *written representation* or *documentation* that certifies the Applicant 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 OPM: Nondiscrimination Certification
   IMPORTANT NOTE: The selected Applicant(s) must upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

6. **Certification Regarding Lobbying,(embedded as a hyperlink) - To submit a responsive Application, THE APPLICANT SHALL** provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.