Addendum 1

State of Connecticut Department of Social Services
Eviction and Foreclosure Prevention Program
Request for Proposals # 062308_EFPP_RFP

The State of Connecticut Department of Social Services (Department) is issuing Addendum 1 to the Eviction and Foreclosure Prevention Program (EFPP) Request for Proposals (RFP).

Addendum 1 contains the following sections:

1. **Section 1 - Correction to Contract Period**
2. **Section 2 - Revised Procurement Schedule**
3. **Section 3 - Responses to questions submitted regarding the RFP**

Section 1 - Correction to Contract Period:

The contract period identified on page 1 of the EFPP RFP was incorrectly stated. The contract period is January 01, 2009 to December 31, 2011.

Section 2 - Revised Procurement Schedule:

Milestones	Expected Due Date
RFP posting/release	June 23, 2008
Deadline for mandatory Letter of Intent (no later than 3:00 p.m. Eastern Standard Time)	July 10, 2008
Deadline for the submission of written questions (no later than 3:00 p.m. Eastern Standard Time)	July 10, 2008
Posting/release of the Department's official responses to questions (Questions/Answers Addendum)	July 22, 2008
Proposals due (no later than 3:00 p.m. Eastern Standard Time)	**August 26, 2008**
Recommendations to Commissioners	October 08, 2008
Announcement of awards for contract negotiation	November 07, 2008
Contract negotiations end/contract execution	November 08, 2008 -December 31, 2008
EFPP services commence	January 01, 2009

Section 3 - Responses to Questions:

Questions submitted by interested bidders and the Department's official responses follow. These responses shall clarify the requirements of the RFP. In the event of an inconsistency between information provided in the RFP and information in these responses, the information in these responses shall control.

1) Can agencies submit proposals for a single catchment area, multiple catchment areas and a statewide proposal in a single document?
   Response: Yes, bidders can submit proposals for one catchment, multiple catchments and up to 5 individual catchment areas.

2) Can a proposal that covers multiple catchment areas be approved for one area and not another, or will all proposals be approved or denied in total?
   Response: A successful bidder that proposes one or more catchment areas may be awarded the right to negotiate a contract of one or more catchment areas.

3) Can a service site be located in a town nearby the required service site city? For example, can Bristol be served by a site located in Terryville, or must there be a site located within Bristol?
   Response: Service delivery must occur in Core Catchments locations. Please refer to Appendix 12, page 105 of the RFP, as the locations are bolded. Collaborations are encouraged to facilitate this.

4) The RFP (p.11) states that "Rent Bank payments comprise about two-thirds of the cost of the EFPP." Is there an expectation that bidders will reflect this ratio in the proposed budgets submitted?
   Response: Respondents should submit a cost effective proposal that maximizes Rent Bank dollars (e.g., 60% Rent Bank of total cost)

5) What has been the total dollars budgeted for this program for FY 2006, FY 2007, and FY 2008?
Response:

2006	**1,133,685.00**
2007	**1,168,648.00**
2008	**1,159,717.00**

6) Is the 18-month, $1,200 payment limit mentioned in Section D (page 10) a lifetime limit, or can a client access an additional $1,200 in a subsequent 18-month period?
Response: Yes, a client can access up to $1,200 in a subsequent 18-month period.

7) The guidelines for EFPP eligibility include families whose income does not exceed 60 percent of the State median income. From which statistical source is the median CT income derived for use in determining eligibility?
Response: The State median income for FY 2009 is from the Federal Register, Volume 73, No. 44, dated March 5, 2008.

8) The RFP states that EFPP has met the objectives of helping clients remain in their current homes for one year and prevented homelessness. At what level has this been achieved by current services? (what percentage)
Response: Approximately 62%

9) Additional benefits of EFPP cited in the RFP include the reduction in costs of homelessness, eviction and foreclosure. How has this been measured and what has been the savings realized through this program?
Response: The EFPP program contributes to the reduction of cost of homelessness as these preventive dollars ameliorate the costs of providing homeless shelter services and security deposits, as well as the human impact on an individual or family experiencing the loss of housing.

10) What currently happens if landlords or clients renege on successfully mediated signed agreements? Is the client still

eligible for rent bank services after a negotiated agreement fails?
Response: If the landlord or client reneges, they are both subject to standard housing laws and related procedures. A client is eligible for rent bank services once every 18 months. In some circumstances, there may be an ability to provide additional support to the client, up to the maximum limit.

11) Can a client still access rent bank benefits if a landlord/mortgage holder refuses to take part in mediation?
Response: No

12) If mediation does not resolve issues between the parties, can rent bank funds be utilized to help a client find alternative housing?
Response: No

13) The service numbers presented in the RFP give the total number of applications for 2007 as 1763. Does this number represent only the number of completed applications or the total number of referrals to EFPP. If it is not total referrals, what was that number by target community?
Response: The 1763 number refers to completed applications. Currently, programs do not maintain statistical reports for referrals/inquiries that do not result in an application being completed.

14) Are job descriptions included in the 10 page limit for the Organizational Capacity and Structure section?
Response: Job descriptions are not included in the 10 page count.

15) Do start up costs need to be reflected in a separate start up budget or simply identified in the narrative of the first year's budget?
Response: There is no additional funding for start up costs. Any costs incurred must be maintained in the allocated budget.

16) Is there a preferred training program or model for the training of mediators?
Response: Yes

17) What (if any) training or certification is required for individuals to serve as mediators?
Response: The Department funds provider training. No certifications are required.

18) What organization(s) currently provide training for Mediators who work in the Eviction and Foreclosure Prevention Program?
Response: Community Mediation, Inc. currently provides training for Mediators.

19) What is the 12 month (annual amount) dollar figure for the current Eviction and Foreclosure Prevention contracts? Please provide on a current grantee by grantee basis as well as an overall total.
Response:

Agency	Annual Amount
Action for Bridgeport Community Development, Inc.	$ 110,896.00
Bristol Community Organization, Inc.	$ 17,724.00
Community Mediation, Inc.	$ 203,615.00
Community Renewal Team, Inc. - Hartford	$ 221,821.00
Community Renewal Team, Inc. - Middletown	$ 49,307.00
Human Resources Agency of New Britain, Inc.	$ 76,392.00
New Opportunities, Inc. - Waterbury	$ 82,002.00
New Opportunities, Inc. - Meriden	$ 42,948.00
Norwalk Economic Opportunity Now, Inc.	$ 48,042.00
Person to Person	$ 49,864.00
TEAM, Inc.	$ 46,192.00
Thames Valley Council for Community Action, Inc.	$ 101,108.00
ACCESS Community Action Agency	$ 64,737.00
Community Action Committee of Danbury Inc	$ 45,069.00
Program Total	$ 1,159,717.00

20) The funding level on page 1 mentions a $4,800,000 figure for a 3 year period. The resultant contract period mentioned on page 1 is 1/1/09 to 12/31/12 – which is a 48 month period….Is the 4,800,000 figure for 3 years or 4 years?
Response: The figure is for a 3-year period and the contract will be no more than 3 years (1/01/2009 to 12/31/2011).

21) Will there continue to be a statewide contract for technical assistance for successful EFPP bidders? If yes, when will this contract be issued? If no, who will provide the support currently provided by Community Mediation?
Response: Yes, the statewide contract is anticipated to begin on January 1, 2009.

22) If there is a statewide contract issued for technical assistance, is this included in the $4,800,000 figure?
Response: Yes

23) Is there a recommended percentage of how much of the requested funds must be utilized for rent bank?
Response: Refer to question #4 response

24) Please provide a listing of agencies who have submitted the mandatory letter of intent?
Response:
Community Renewal Team, Inc.
Community Mediation, Inc.
Access Community Action Agency
Thames Valley Council for Community Action, Inc.
Connecticut Council of Family Service Agencies
Opportunities Industrialization Center
New Opportunities, Inc.
TEAM, Inc.
Person-to-Person, Inc.
Human Resources Agency of New Britain
Dispute Settlement Center, Inc.
Community Action Committee of Danbury

25) Do all subcontractors have to meet the criteria of having 5 years experience of providing eviction prevention, foreclosure, and mediation services?
Response: No

26) What is suitable documentation for agencies to provide outlining their 5 years of experience in providing EFPP services? For instance, if an agency provides the back up for what is listed under Section 4. - Corporate experience on page 30 of the RFP will this meet the experience requirement?
Response: Suitable documentations outlining 5 years experience in providing EFPP services are the bidder's responses to the The Executive Summary which requires the

bidder's demonstrated experience of at least five years providing eviction and foreclosure prevention services, and responses to the requirements in Section B., Organizational Capacity and Structure that necessitate the description of the background and experience of the bidder. Section 4. Corporate experience does not meet the experience requirement of the EFPP RFP.

27) Do agencies have to have 5 years of experience providing both eviction prevention and mediation services or for example if an agency has 5 years of experience in mediation but not in eviction prevention do they meet the bidder qualifications?
Response: No, refer to Bidder Qualifications, page 11 of the RFP, which states: qualified organizations must have a minimum of five years of demonstrated experience in management of eviction and foreclosure prevention services.

28) As this is a multi-year contract is carry-over funding from one year to the next allowed?
Response: Yes

29) Can funding be utilized by agencies for community outreach and education events?
Response: Yes

30) Can the Department of Social Services be utilized as one of the three program references?
Response: Yes

31) Can the Department provide the number of Pre-Applications that have been completed by each contractor for 2007 and those projected for Calendar Year 2008?
Response: No

32) Is it the expectation of the Department that a lead applicant would be given access to each subcontractor's EFPP database?
Response: Yes

33) If a current grantee was not awarded funding under this proposal – how would the transition take place form the current grantee to new grantee? (For example – participant enters

program in December 2008 and their case is still in process when current grantee loses funding)
Response: The Department of Social Services will provide guidance and technical assistance regarding the transition.

34) What method will the Department use to reduce the Contracted Amount if the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds or withheld or Federal funding reductions result in reallocation of funds within the Department?
Response: The Department shall implement a method deemed appropriate at that time, should reduction in funds be required.

35) Does the Department have an expectation of how many applicants per year should be serviced? If so, does this include duplicate applicants?
Response: Refer to Appendix 12, page 103 and 104 of the RFP. No, duplicate applicants are not included.

36) Will there be a lead contractor to train the subcontractors on mediation?
Response: Yes, Mediation training will be provided.

37) Regarding budget develop, on page 40, # 2, asks for three annual line item budgets for the applicant and subcontractor[s]. Is a budget composite also being requested?
Response: Yes

38) What is the difference between the Budget Narrative that is being requested on page 40, #3, and the narrative description required to complete APPENDIX 14.
Response: Budget Narrative is a "back-up budget" that gives detail to each line-item cost in Appendix 14.

39) There is an informal mechanism that currently exists regarding when a grantee expends all of their rent bank monies. Will this continue going forward? If the answer is no, do grantees need to ensure that rent back funds are available for all 12 months of each year?

Response: The Department intends that Rent Bank monies will be utilized in a manner that best serves the public.

40) Will the new grantees be responsible for follow-up activities for current EFPP grantees? If the answer is yes, how will this information be transmitted from the old grantee to the new grantee?
Response: Yes. Information will be transmitted through data system and transfer of records.

41) What is the working definition of a nonrecurring hardship?
Response: Refer to page 11 of the RFP, Overview of the EFPP, as nonrecurring is underlined and examples are given.
Is it different for individuals living in subsidized housing?
Response: No
For example, is the burden of proof on medical hardships the same for a person living in subsidized housing the same as the individual living paying market rent?
Response: The burden of proof is the same.

42) Can an agency be the applicant in one area, and a sub-contractor in another?
Response: Yes, if an agency intends on subcontracting for another organization responding to this RFP, the agency must identify that proposed contractual arrangement in the EFPP proposal Transmittal Letter.

43) Can the data in Appendix 12 be provided by zip code?
Response: No

44) Can reason for denial of benefits as stated in Appendix 12 be delineated as to the cause for denial, i.e. incomplete application, lack of cooperation by landlord etc
Response: Yes

45) On page 11 under E. Bidders Qualifications, you state that "Bidders that propose the use of subcontractors must present the same information about the identified subcontractors as for bidders." Could you please further explain what is meant by "as for bidders"?

Response:
The bidder must meet the qualifications stated in the EFPP RFP. The bidder must provide the same types of documentations for the subcontractor as the bidder provided for itself, (e.g., resumes, job descriptions, references)

46) Does a collaborator differ from a subcontractor? And if so, how?
Response: Yes, a collaborator differs from a subcontractor. A "collaborator" specific to the RFP, is an organization that agrees to support the Eviction Foreclosure Prevention Program (EFPP). A "subcontractor" is a party to a subcontract who has agreed to provide some or all of the goods and services the contractor is required to provide.

47) Can non-profits qualify as small, minority or women's enterprises under CT General Statutes?
Response: Yes, refer to State Section 4a-60g of Connecticut General Statutes.

48) What were the total dollars expended for mediation services in FYs 2005, 2006 and 2007?
Response: Rent Bank is the only defined budget. The Department will expect agencies to use the remaining budget to provide other services such as Mediation, etc.

49) Can agencies submitting a proposal for more than one catchment area supply the information requested for each site in Section IV.B.1.d. as a graphic as described in Section III.B.3.f; or can the information for multiple catchment areas be provided in an appendix?
Response: Yes, information provided in response to Section IV.B.1.d., may be submitted as a graphic or appendix.

50) Person-to-Person has provided Stamford residents service through our office in Darien. Is it going to be a requirement that there is an office/interviewing site in Stamford?
Response: Refer to response, question 3.

Addendum 1

State of Connecticut Department of Social Services
Eviction and Foreclosure Prevention Program
Request for Proposals # 062308_EFPP_RFP

Date Issued: **July 22, 2008**

Approved: *Marcia McDonough*
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

State of Connecticut Department of Social Services

Eviction and Foreclosure Prevention Program

Request for Proposals

The State of Connecticut Department of Social Services (Department) is requesting proposals from qualified nonprofit organizations or municipalities to provide Eviction and Foreclosure Prevention Program (EFPP) services. EFPP is a statewide program designed to prevent eviction and foreclosures through Mediation and Rent Bank. Qualified organizations must have a minimum of five years of demonstrated experience in management of eviction and foreclosure prevention services. Nonprofit organizations or municipalities that have only acted as fiduciary agents or funding pass-through agencies for such services will not have the demonstrated experience.

Collaborations to address broad geographic needs and assure ease of access are encouraged.

Bidders that propose the use of subcontractors must present the same information about the identified subcontractors as for bidders where requested. Use of subcontractors is subject to the approval of the Department.

The Department is requesting proposals for EFPP services for the resultant contract period of January 01, 2009 to December 31, 2012. The resultant contract will be for a three-year period with the option for two one-year extensions at the discretion of the Department. The total available funding through this procurement shall not exceed $4,800,000 for the initial three-year resultant contract period.

The Department expects to award up to five awards - one contract to serve each identified catchment area. There are five catchment areas. Bidders must identify their proposed catchment areas.

Interested bidders **must** submit a mandatory Letter of Intent (LOI) to the Department no later than **3:00 p.m**. Eastern Standard Time on **July 10, 2008**. Proposals **must** be received at the Department no later than **3:00 p.m**. Eastern Standard Time on **August 26, 2008**. Proposals received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the proposals will be destroyed.

All proposals must be in sealed envelopes or sealed boxes clearly identified as:

"**Eviction and Foreclosure Prevention Program RFP**"

To download this Request for Proposals (RFP), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or call or write:

Marcia McDonough
State of Connecticut Department of Social Services
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25 Sigourney Street
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The Department 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 must be directed to the Contract Administration Office at 860-424-5693. The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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Acronyms, Abbreviations, and Definitions

The following acronyms, abbreviations, and definitions apply to this procurement:

1. Applicant - Any person who is eighteen or older, or an emancipated minor, who has requested eviction prevention services from a mediation agency under this regulation and is being assessed for eligibility on behalf of his or her family

2. Arrearage/arrears - Money, which is overdue and unpaid to the property owner, mortgage holder, or condominium association that includes the dwelling unit in which a family resides

3. Bartering - Trading goods or services without the exchange of money

4. Bidder - An individual or organization who submits a proposal in response to this Request for Proposals

5. Business day - A day during which State of Connecticut offices are open for business (Monday through Friday excluding State holidays)

6. Catchment area - The area and population from which a city or individual service attracts visitors or customers. For the purpose of this RFP, the Department has 5 catchment areas as detailed in Appendix 12

7. Client - A family who qualifies for, and is approved for, eviction and foreclosure prevention services

8. Collaborators - Specific to the RFP, organizations that agree to support the Eviction Foreclosure Prevention Program (EFPP)

9. Commissioner - The Commissioner of the State of Connecticut Department of Social Services, as defined in General Statutes of Connecticut C.G.S. §17b-3

10. Department - State of Connecticut Department of Social Services

11. Desk Review - A file review conducted by the Department of Social Services in response to a written appeal filed by an applicant pursuant to the appeals process

12. Dwelling Unit - Any house or building including a mobile manufactured home in a mobile manufactured home park as defined in section 21-64 of the General Statutes of Connecticut, or portion thereof, which is occupied, is designed to be occupied or is rented, leased or hired out to be occupied as a home or residence for one or more persons including a rooming house

13. Eviction - The legal process used to terminate a person's right to remain in his or her rental dwelling unit

14. Family - Any individual, or related and unrelated individual(s) who live together and share living expenses including a family of one

15. Fiduciary agent - One who holds something in trust for another

16. Foreclosure - A legal termination of all rights of the mortgagor or his or her grantee in the property covered by the mortgage or action taken by a condominium association to foreclose for unpaid fees

17. Gross family income - All income, from whatever source derived including, but not limited to:

    Earned income, such as compensation paid by an employer to an employee for personal services, and includes, but is not limited, to wages, salaries, tips, commissions, bonuses, and earning from self-employment or contractual agreements

    Unearned cash income including, but not limited to, pensions, annuities, dividends, interest, rental income, estate or trust income, royalties, social security or supplemental security income, unemployment compensation, workers' compensation, alimony, child support and cash assistance from Federal, state, or municipal assistance program

18. Imminent danger - Having received a written threat to terminate the applicant's right to remain in the dwelling unit including, but not limited to, one or more of the following: an original letter from the property owner, a housing authority pre-termination letter, a notice to quit, a default notice threatening foreclosure, a past-due letter or statement that the homeowner is more than thirty days in default, or court papers in support of an eviction or foreclosure

19. Lease -A rental agreement between a property owner and a family, either oral or written, authorizing a person or persons to occupy a dwelling unit for a certain length of time

20. Mediation - Intervention in disputes between parties to help them reconcile differences, find compromises or reach mutually satisfactory agreements between tenants and property owners as well as mortgage holders and borrowers

21. Mediation agency - An entity under contract with the Department of Social Services to mediate disputes between tenants and property owners or creditors or mortgagors-in-possession on behalf of the Department of Social Services

22. Mortgage - A written instrument in which real estate is used as a security for repayment of a debt or obligation and

23. Net monthly income - All gross monthly income minus mandatory deductions including, but not limited to, Federal income tax based upon all allowable exemptions; social security tax; retirement plan deductions; union dues or fees; group life insurance premiums; health insurance premiums for all legal dependents; and for self-employed individuals, all legitimate business expenses

24. Property owner - The owner, lessor, sublessor or property manager of a dwelling unit, the building of which a dwelling unit is a part or the premises on which the dwelling unit is located

25. Related party - Person or organization related through marriage, capability to control, ownership, family, or business association

26. Related-party transactions - Transactions between the resultant contractor and a related party that can include, but are not limited to, real estate sales or leases, leasing for vehicles, office equipment, or household furnishings, mortgages, loans, or working capital loans, and contracts for management services, consultant services, professional services, e.g., attorneys and accountants, or for material, supplies, or other services purchased by the resultant contractor

27. Subcontract - Any written agreement between the contractor and another party to fulfill any contract requirements, specific to the RFP any direct services provided, i.e., service site hosting

28. U.S. Code - A compilation and codification of the general and permanent Federal law of the U.S.

SECTION I - OVERVIEW OF THE DEPARTMENT AND EVICTION AND FORECLOSURE PREVENTION PROGRAM

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Eviction and Foreclosure Prevention Program (EFPP), as created by General Statutes of Connecticut Sections [17b-804 through 17b-805, is to prevent homelessness among families whose income does not exceed 60 percent of the State median income and who are at risk of becoming homeless or in imminent danger of eviction or foreclosure.

The State of Connecticut Department of Social Services (Department) is requesting proposals from qualified nonprofit organizations or municipalities to provide Eviction and Foreclosure Prevention Program (EFPP) services through Mediation and Rent Bank to prevent homelessness and help families remain in their current homes.

This procurement is for existing services. The current contract period will expire on December 31, 2008.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Commissioner of Social Services heads the Department and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the Department's three geographic service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each geographic service region must have a Regional Advisory Council.

The Department administers most of its programs at offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible persons with

physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.

There are three entities attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE SOCIAL WORK SERVICES UNIT

The mission of Social Work Services Unit is to make the principles, values and ethics of the Social Work profession an integral part of the Department of Social Services and to insure that all interventions with the Department's clients reflect the best practices of the profession.

The Social Work Services Unit develops services and methods of service delivery designed to respect the client's right to self-determination, empower, and protect individuals, families, and those who are economically disadvantaged or otherwise vulnerable. Social Work Services treats those it serves with respect and strives to assist them to realize their full potential and to actively participate in society.

The Social Work Services Unit is divided into three service delivery areas within the State, with social workers on staff in twelve regional offices and a Central Office that provides direct social work services to eligible State citizens.

Direct Service Social Work Programs include:

- Acquired Brain Injury Waiver
- Community Based Services
- Conservator of Person
- Conservator of Estate

- Family Social Work Services
- Family Support Grant
- Guaranteed Security Deposit
- Individual Services
- Long Term Care Investigations
- Personal Care Assistance Waiver
- Protective Services for the Elderly

The Social Work Services Unit also has the responsibility for administering grant and contract programs through vendor services.

Statewide Programs (vendor services) include:

- Domestic Violence Shelters and Services
- Teen Pregnancy Prevention Program
- Eviction and Foreclosure Prevention Program
- Family Crisis Services Program
- Family Planning Program
- Disabilities Services Programs and Activities

The Connecticut Council for Persons with Disabilities advises the Department as it carries out its role as the lead agency for services for persons with disabilities and as the coordinator of the delivery of such services by all State agencies C.G.S. §17b-606(b)).

For member recruitment information, follow this link. = **http://www.ct.gov/dss/cwp/view.asp?a=2353&q=389852**

D. OVERVIEW OF THE EVICTION AND FORECLOSURE PREVENTION PROGRAM

The Eviction and Foreclosure Prevention Program (EFPP), also known as the Housing Mediation and Rent Bank Program, is a statewide program designed to prevent evictions and foreclosures through Mediation and Rent Bank. EFPP was created by the legislature in 1990 as a preventive strategy in reaction to the high cost and social impact of housing the homeless in expensive motels. Program services are authorized under General Statutes of Connecticut C.G.S. §17b-804 and §17b-805.

The EFPP has met the following objectives:

- Helped clients to remain in their current homes for one year
- Prevented homelessness

Additional results of the EFPP include:

- Better relations between property owners and tenants and mortgage holders and homeowners
- Reduction in the costs of homelessness as well as costs of eviction and foreclosure to tenants, property owners, homeowners, mortgage holders, and the State of Connecticut

The regulations under which EFPP operates are included in Appendix 11.

The target population is a family, which may consist of an individual, roommates, an extended family, or a one or two-parent family that must have a gross family income at or below 60 percent of the State median income. The family must reside in Connecticut, be in imminent danger of eviction or foreclosure, be able to document a nonrecurring hardship that led to their falling behind on their rent or mortgage payment, and live in affordable housing.

The EFPP has two key components - **Mediation** and **Rent Bank**. Resultant contractors shall provide both service components.

Mediation is an important service whereby a trained mediator acts as a third-party facilitator to help the tenant and property owner or homeowner and mortgage holder develop mutually agreed-upon solutions to identified problems. Problems are not limited to back rent or past due mortgage

payments, but also include issues such as repairs, housing code violations, and communication problems.

The Mediation Process is a structured procedure in which the neutral third party, the Mediator assists the parties in reaching a negotiated settlement of their differences. Mediators act as impartial enablers and help the parties identify and discuss issues of mutual concern, explore solutions, and develop mutually acceptable settlements. Mediation is usually a voluntary practice that results in a signed agreement that defines the future behavior of the parties. The Mediator is not empowered to impose a decision or outcome on the parties.

The Mediation session usually occurs in a private, informal setting. The Mediator provides an opening statement that includes the establishment of ground rules regarding the Mediation Process and what the Mediator expects from the disputants throughout the process.

Key ground rules are:

- Mediation is non-binding
- Process is voluntary
- Mediator shall be neutral and impartial
- Each party should respect the other
- Each party should allow the other party equal opportunity to express oneself throughout the process

During Mediation, emphasis is placed on encouraging the parties to develop creative and innovative ways to address the rental or mortgage arrears, e.g., time payments or bartering services. In addition, tenants and homeowners are expected to contribute as much as they can to reduce the arrears. Mediators also work with the property owners and mortgage holders to reduce costs or the arrearage.

Rent Bank, the second component, is a service that provides funding to help pay back rent or mortgage arrears for low-income households that have regular income but face eviction because of a nonrecurring hardship. The Rent Bank funds, which are committed to the family and property owner or mortgage holder through a Rent Bank Agreement, are paid directly to the property owner or mortgage holder. Up to $1,200 is available to the family within an eighteen-month period, but only the minimum amount needed to

stop the eviction or foreclosure may be used. Rent Bank payments comprise about two-thirds of the cost of the EFPP.

EFPP has been highly effective in preventing evictions and foreclosures. In SFY 2007, the EFPP assisted 1,763 tenants and homeowners, hereafter clients, remain in permanent housing.

Applicants may self-refer or be referred through an agency to the EFPP. Potential clients must complete an application process including income verification. Potential clients are families, which may consist of an individual, roommates, an extended family, or a one or two-parent family that must have a gross family income at or below 60 percent of the State median income. The family must reside in Connecticut, be in imminent danger of eviction or foreclosure, be able to document a nonrecurring hardship that led to their falling behind on their rent or mortgage payment, and live in affordable housing. The family's hardship may include, but is not limited to, loss of income or increase in expenses, loss of employment, medical disability or emergency, loss of delay in receipt of benefits, natural or manmade disaster, or substantial and permanent change in household composition. Each applicant is informed of their acceptance into or denial from EFPP based on the EFPP criteria and their right to a desk review, if requested.

E. BIDDER QUALIFICATIONS

Qualified organizations must have a minimum of five years of demonstrated experience in management of eviction and foreclosure prevention services. Nonprofit organizations or municipalities that have only acted as fiduciary agents or funding pass-through agencies for such services will not have the demonstrated experience.

Bidders must identify their proposed catchment areas. Separate proposals are not required for each proposed catchment area. Where indicated, the bidder shall supply separate information for each proposed catchment area, i.e., Scope of Services and Budget Information.

Collaborations to address broad geographic needs and assure ease of access are encouraged.

Bidders that propose the use of subcontractors must present the same information about the identified subcontractors as for bidders.
In addition, the Subcontract Profile, Appendix 13 must be completed for each subcontractor. Use of subcontractors is subject to the approval of the Department.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department is issuing this RFP through its Contract Administration Procurement Unit. The Contract Administration Procurement Unit is the Issuing Office for this procurement and is the **only contact** in the State of Connecticut (State) for this procurement. The integrity of the procurement process is based in part on ensuring that all potential and intended bidders be afforded the same information and opportunities regarding the terms of the procurement. Therefore, it is incumbent upon the Issuing Office to monitor, control, and release information pertaining to this procurement. Potential and intended bidders are advised that they must refrain from contacting any other office within the State or any other state employee with questions or comments related this procurement. Potential and intended applicants who contact others within the State with questions or issues pertaining to this procurement may risk disqualification from consideration. The Department's Contract Administrator, within the Issuing Office, will make decisions regarding such disqualifications after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

Marcia McDonough
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-4953
mailto:Marcia.McDonough@ct.gov

All questions, comments, and other communications with the Issuing Office regarding this RFP must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the:

"Eviction and Foreclosure Prevention Program RFP"

Any material received that does not so indicate its RFP-related contents will be opened as general mail.

B. PROCUREMENT SCHEDULE

The schedule for this procurement is as follows. The Department reserves the right to adjust this schedule, as needed.

Milestones	Expected End Date
RFP posting/release	June 23, 2008
Deadline for mandatory Letter of Intent (no later than 3:00 p.m. Eastern Standard Time)	July 10, 2008
Deadline for the submission of written questions (no later than 3:00 p.m. Eastern Standard Time)	July 10, 2008
Posting/release of the Department's official responses to questions (Questions/Answers Addendum)	July 22, 2008
Proposals due (no later than 3:00 p.m. Eastern Standard Time)	August 26, 2008
Recommendations to Commissioners	To Be Determined
Announcement of awards for contract negotiation	To Be Determined
Contract negotiations end/contract execution	To Be Determined
EFPP services commence	January 01, 2009

The dates for review of proposals and recommendations to Commissioners, the announcement of awards for contract negotiation, and Contract negotiations end/contract execution will be determined. Dates will be posted in an Addendum to this RFP on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of their intent to submit a proposal in response to this RFP. The Issuing Office must receive the LOI no later than 3:00 p.m. Eastern Standard Time on July 10, 2008.

Please choose one way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the bidder's responsibility to confirm the Issuing Office's receipt of an LOI.

Failure to submit an LOI in accordance with the requirements set forth herein shall disqualify a bidder from further consideration.

D. BIDDER'S QUESTIONS

Interested bidders may submit questions regarding this RFP to the Issuing Office via e-mail, fax, or postal mail. To be considered, questions regarding this RFP must be received by the Issuing Office no later than 3:00 p.m. Eastern Standard Time on July 10, 2008. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department's receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp.
The expected posting/release date for the Questions/Answers Addendum is July 22, 2008. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFP. To submit a responsive proposal, **THE BIDDER SHALL** provide a signed acknowledgment of the receipt of any and all Addendums posted to the State Procurement/Contracting Portal. The last page only of any and all Addendums must be signed (and company name provided) and submitted with the proposal.

In addition to the questions and answers, the Addendum will specify dates in the Procurement Schedule currently identified as To Be Determined.

E. EVALUATION AND SELECTION

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to this RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP including the general proposal requirements.

F. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that the resultant contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the Attorney General has approved the resultant contracts. The Attorney General reviews the resultant contracts only after the parties have agreed to the provisions.

G. BIDDER DEBRIEFING

The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by writing the Issuing Office at the address provided above. Debriefing will not include any comparisons of proposals with other proposals.

H. RIGHTS RESERVED

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the contract award

2. Amendment of procurement - Amend this procurement at any time before contract award

3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements

4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)

5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented

6. Receipt of proposals after stated due date and time - Reject or refuse to evaluate any proposal that is received after the stated due date and time

7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require

8. Oral clarification - Require bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department

The Department may invite bidders, but not necessarily all, to make an oral presentation to assist the Department in its determination of award. The Department further reserves the right to limit the number of bidders invited to make such a presentation and the number of attendees per bidder.

9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's capability to perform the duties required in this RFP

10. Allowance of proposal changes - Except as may be authorized by the Department, allow no additions or changes to the original proposal after the stated due date and time

11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department

12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State

13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFP

14. One or more bidders - Contract with one or more bidders

15. Proposal most advantageous - Consider cost and all factors in determining the most advantageous proposal for the Department when awarding a bidder the right to negotiate a contract with the Department (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department, price alone shall not determine successful bidders)

16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department will be served

17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)

19. Unacceptable proposals - Reopen the bidding process if advantageous to the Department

I. PROPOSAL PRESENTATION EXPENSES

The State of Connecticut and the Department assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this procurement.

J. PROPOSAL DUE DATE AND TIME

The Issuing Office must receive proposals no later than the due date and time specified in the Procurement Schedule. The Department will not consider a postmark date as the basis for meeting the submission due date and time. Bidders must not interpret or otherwise construe receipt of a proposal after the stated due date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and should be aware that extra time is needed for security procedures. Bidders must address all RFP communications to the Issuing Office.

K. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposals of the successful bidders will form the basis of contractual obligations in the final contract. The resultant contract will be a Purchase of Service (POS) contract (Appendix 1) between the successful bidders and the Department. The proposal must include a Signatory Acceptance (Appendix 2), without qualification, of all terms and conditions as stated in this RFP and Part II of the Department's POS contract. Successful bidders may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the POS contract. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department's decision is final. Any proposal that fails to comply in any way with this requirement may

be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

L. BIDDER ASSURANCES

1. Independent price determination - By submission of a proposal and through assurances provided in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:

   a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.

   b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.

   c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.

   d) Prior knowledge - The bidder has no prior knowledge of RFP contents before actual receipt of this RFP and had no part in RFP development.

   e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the resultant contractor, the resultant contractor's agent, or the resultant contractor's employees.

   f) Campaign contribution restrictions - The bidder certifies receipt of the Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban - SEEC Form 11 (Appendix 10).

2. Valid and binding offer - 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.

3. Press releases - The bidder 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.

4. Restrictions on communications with Department staff - The bidder agrees that from the posting/release date of this RFP until the Department makes an award that it shall not communicate with the Department's staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's proposal.

M. FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders must be aware 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 there from. The bidder must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the proposal that a bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the bidder's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

While bidders may claim proprietary exemptions, the final administrative authority to release or exempt any or all material so identified rests with the State.

N. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies §46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The bidder's success in implementing an affirmative action plan

2. The bidder's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive

3. The bidder's promise to develop and implement a successful affirmative action plan

4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

5. The bidder's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. §4a-60)

O. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS AND FUNDING

The Department is requesting proposals for EFPP management services for the resultant contract period of January 01, 2009 to December 31, 2012. The resultant contract will be for a three - year period with the option for two one - year extensions at the discretion of the Department.

The total available funding through this procurement shall not exceed $4,800,000 for the initial three-year resultant contract period.

The Department expects to make up to five awards - one contract to serve each proposed catchment area. Bidders may submit proposals that include more than one catchment area. EFPP services must be provided at multiple service sites within each catchment area.

The service sites are:

- Catchment I: Bridgeport, Norwalk, and Stamford
- Catchment II: Ansonia, Meriden, Middletown, and New Haven
- Catchment III: Killingly, New London, Norwich and Windham

- Catchment IV: Bristol, Hartford, Manchester, and New Britain
- Catchment V: Danbury, Torrington, and Waterbury

(Service Catchments I-V are listed in Appendix 12. **Service sites are bolded requiring EFPP services**).

To facilitate full coverage in each catchment area, collaborations are encouraged.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

Bidders must adhere to the Department's rules as established in this RFP for proposal consideration, format, and content. The Department requires each bidder, at a minimum, to clearly describe how the specifications in this RFP will be met. Proposals must provide evidence of successful experience or competence. The proposal structure requirements and the proposal content requirements are listed below. Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**. Proposals must provide evidence of successful experience or competence.

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and six exact, legible copies of the proposal must be submitted in clearly identified ("**Eviction and Foreclosure Prevention Program RFP**") sealed envelopes or sealed boxes by the stated due date and time. In addition, one exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.

2. Proposal Structure - The Department has structured the submission requirements into four distinct parts:

   a) Transmittal Communication, Forms, and Acceptances

   b) Organizational Capability and Structure

   c) Scope of Services

   d) Business Cost Section

3. Proposal Construction -

a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and six exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the official name of the bidder appearing on the outside front cover of each binder and on each page of the proposal (location is at the bidder's discretion).

b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet.

c) Table of Contents (TOC) - Each proposal must incorporate a TOC. It is through this TOC that the Department will evaluate conformance to uniform proposal content and format.

d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department to determine uniform compliance with specific RFP requirements.

e) Page Numbers - Each page of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.

f) Page Format - The standard format to be used throughout the proposal is:

(1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced.

(2) Pitch shall be a maximum of ten characters per inch.

(3) Font shall be either Arial or Times New Roman and a minimum of twelve point.

(4) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch.

(5) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold).

(6) Graphics may have a smaller text spacing, pitch, and font size.

SECTION IV - PROPOSAL CONTENTS

A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

Each proposal must include an original (clearly marked) and six exact copies clearly identified as "**Eviction and Foreclosure Prevention Program RFP**." One exact electronic copy (compact disk) must be submitted as well.

1. Transmittal Letter - To submit a responsive proposal, **THE BIDDER SHALL** submit the original proposal (clearly marked) and all copies with a Transmittal Letter, signed by an official with the authority to bind the bidder, of no more than two pages, that addresses:

   a) Each of the bidder assurances in Section II.L of this RFP

   b) The bidder's Federal Employer Identification Number, if the bidder is an organization or the bidder's Social Security Number, if the bidder is an individual

   c) Acknowledgement of receipt and understanding of the Eviction and Foreclosure Prevention Program Regulations (Appendix 11)

   d) Acknowledgement of receipt of the Eviction and Foreclosure Prevention Program Statistics and Service Catchment Areas (Appendix 12)

   e) The bidders proposed catchment areas(s)

   f) Identification of each collaborator with whom the bidder proposes collaboration and letters of commitment from each collaborator.

   Specific to the RFP, collaborators are organizations that agree to support the Eviction Foreclosure Prevention Program (EFPP).

Note Well: Letters of commitment which require signature by the proposed collaborator's official, must state the willingness of the collaborator to enter into a collaborative relationship with the bidder if the latter is successful in its submission and in negotiating a resultant contract under the EFPP. Letters of commitment are limited to two pages per collaborator. Letters of commitment shall follow the transmittal letter and are not included in the page limitation of this section.

2. Table of Contents (TOC) - To submit a responsive proposal, **THE BIDDER SHALL** provide a TOC for the entire proposal beginning with the Executive Summary including all appendices.

3. Proprietary Declaration - To submit a responsive proposal, **THE BIDDER SHALL** identify any proprietary information, if applicable.

4. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** provide a high-level summary limited to three pages that summarizes the content of the proposal. The Executive Summary shall demonstrate the bidder's experience of at least five years providing eviction and foreclosure prevention services. The Department will not review proposals received from organizations that have no eviction and foreclosure prevention service experience.

5. Addendum Acknowledgement - To submit a responsive proposal, **THE BIDDER SHALL** provide the signed acknowledgement of its receipt of any and all Addendums issued for this RFP. The last page only of any and all Addendums must be signed (and company name provided) and submitted with the proposal.

6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).

7. Workforce Analysis Form (Appendix 3) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by bidders with Connecticut worksites.

8. Notification to Bidders Form (Appendix 4) - To submit a responsive proposal, **THE BIDDER SHALL** summarize the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL**

address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:

a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan

b) Development of Affirmative Action Plan - The bidder's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place

c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive

d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises and to provide the Department Set-aside Reports in a format required by the Department

9. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of C.G.S. §31-40q, To submit a responsive proposal, **THE BIDDER SHALL** agree to provide the Department with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provisions of C.G.S. §31-40q before contract approval.

10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive proposal, **THE BIDDER 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.

11. Contract Affidavits/Certifications - C.G.S. §§4-250 through 4-252 require that State contracts with a value of $50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a

Consulting Agreement Affidavit. To submit a responsive proposal, **THE BIDDER SHALL** provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

If a bidder is exempt from the Contract Affidavit/Certification Requirements, the bidder must state this fact on the affidavits/certifications and return the forms with the proposal.

12. Affirmation of Receipt of State Ethics Laws Summary (Appendix 9) - Pursuant to C.G.S. §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to C.G.S. §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, **THE BIDDER SHALL** provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

13. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 10) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. To submit a responsive application, **THE BIDDER SHALL** include a copy with signature acknowledging receipt and understanding.

B. ORGANIZATIONAL CAPABILITY AND STRUCTURE (Maximum TEN pages for the BIDDER, and Maximum TEN pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR (if applicable)

General - Responses to the requirements in this section must describe the background and experience of the bidder. The responses must also address details regarding the size and resources, its experience relevant to the services to be performed under the resultant contract, and prior or current contracts for management of eviction and foreclosure prevention services.

1. Organizational Qualifications - To submit a responsive proposal, **THE BIDDER SHALL** summarize the bidder's overall qualifications to manage EFPP services. At a minimum, the summary must include the following specific details:

   a) Agency establishment date, the agency mission at time of establishment, the current agency mission, and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission

   b) Agency size including annual budget, revenues, and number and type of employees

   c) Organizational changes within the last two years including any reorganization or turnover of key personnel, acquired grants for current programs, and lost grants including the reasons for loss of grants

   d) The physical facility that will house the actual EFPP services for each **service site** including:

      (1) The address of the facility/facilities

      (2) The name and telephone number of a contact person who has access to the facility should the Department wish to visit the facility before granting awards

      (3) A statement of how the facility is currently used

      (4) A description of the surrounding neighborhood including the proximity of the closest office of the Department

      (5) Confirmation that the facility is in compliance with State Regulated Fire Codes

      (6) Any renovations that are needed or planned for the facility, e.g., handicap accessibility

      (7) Facility problems that have been abated in the last five years, including, but not limited to, lead paint, pests, mold, and asbestos

      (8) Bus route accessibility

e) Technological capabilities including, but not limited to communications, reporting, and data management

f) Data demonstrating the success of eviction prevention and foreclosure services for the two most recent years that your agency provided such services. This shall include the following information:

(1) Years for which services were delivered

(2) Number of clients served

(3) Cities /towns served

(4) Funding source

(5) Cost of services

(6) Number of successful agreements signed

g) Experience and capability to provide services that are culturally responsive and appropriate

2. Organizational Chart and Description - To submit a responsive proposal, **THE BIDDER SHALL:**

a) Provide an organizational chart and accompanying narrative detailing how the EFPP fits within the entire organizational structure. The narrative must also describe the relationship between program personnel and the specific tasks and assignments proposed to accomplish in Section IV. C. Scope of Services; and

b) Describe how existing organizational programs, services, and structure will support the successful implementation of the EFPP.

3. Key Personnel and Staff Resources - A responsive submission must identify key positions that will be responsible for the tasks set forth in this RFP. Key positions must include, but are not limited to, a Program Coordinator who will be responsible for the implementation and management of the EFPP, day-to-day oversight, and attendance at all program meetings at the request of the Department. The Program Coordinator will be expected to respond to the Department's requests

for status updates and all required reports. To submit a responsive proposal, **THE BIDDER SHALL:**

a) Provide the names and titles of the key personnel proposed for the EFPP and the hours and percentages of time dedicated to the EFPP;

b) Justify its staffing resources to successfully meet the RFP response requirements in light of any other similar obligations for any other entity;

c) Provide job descriptions for the titles of the key personnel proposed for the EFPP key positions (3.a) and, if applicable, resumes of the key personnel proposed to fill the key positions;

d) Provide the job description of the critical position of Mediator as described in Section I. D. of the RFP;

Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Resumes are not included in the page limitation of this section.

e) Specify the contract-related experience, credentials, education training, and work experience required in job descriptions for the key positions and in the resumes for the key personnel proposed to fill the key positions including:

(1) Experience with bidder

(2) Education, experience, and training relevant to management of eviction and foreclosure prevention services

(3) Names, positions, titles, and telephone numbers of persons able to provide information concerning the individuals' experience and competence

f) If the key positions identified by the bidder are not currently established or filled, to submit a responsive proposal, **THE BIDDER SHALL** provide a detailed description and timeline of the steps to be taken by the bidder to establish and fill the key positions before the expected contract start date of January 01, 2009.

4. Corporate Experience

a) Contracts - To submit a responsive proposal, **THE BIDDER SHALL** describe its experience and success related to the Scope of Services for EFPP including the following information concerning the bidder's experience with other contracts or projects similar to the type of service contemplated by this RFP, whether ongoing or completed:

(1) Identify all State agencies and commercial vendors for which the bidder has engaged in similar or related contract work;

(2) Describe its contracts or the work performed in the past five years for those State agencies or commercial vendors;

(3) Provide a signed release allowing the Department of Social Services to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which the bidder has performed work in the past five years (the signed release must be submitted as a separate sheet and is not included in the page limitation of this section);

(4) Identify contacts for those projects including name of customer's project officer, title, address, telephone number, fax number, and e-mail address;

(5) Identify the term for the contracts including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date;

(6) List all sanctions, fines, penalties, or letters of noncompliance issued against the bidder by any of the contracting entities listed above (the list shall describe the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the bidder within the three years immediately preceding the RFP posting/release date must be submitted); and

(7) Describe how the bidder contributed innovation and problem-solving expertise to a collaborative relationship with the governmental entity or commercial vendor for selected contracts listed above.

5. Bidder References - To submit a responsive proposal, **THE BIDDER SHALL** provide three specific programmatic references for the bidder. References must be persons able to comment on the bidder's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the bidder has been a State contractor within the last five years, the bidder must include a State of Connecticut reference. Bidders are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department expects to use these references in its evaluation process.

6. Small, Minority, or Women's Business Enterprise - Section 32-9e of the Connecticut General Statutes C.G.S. sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, 25 percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the resultant contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. To submit a responsive proposal, **THE BIDDER SHALL** describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor.

C.	**SCOPE OF SERVICES (Maximum Thirty pages for the BIDDER, and Maximum Thirty pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR (if applicable)**

General - A responsive proposal must demonstrate understanding of the EFPP. The bidder must detail how it will define and perform each required task, the resultant product or deliverable, and how the bidder will develop and manage services performed under any and all proposed subcontracts.

The bidder must describe how each task identified will be performed including the identification of problems and methods of solutions.

The Department does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the program and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

1. Mediation and Rent Bank - are the two key components of the EFPP, as described in Section 1.D. Overview of The Eviction and Foreclosure Prevention Program. EFPP has met the following objectives through the work entailed through Mediation and Rent Bank:

   1.1 Helped clients to remain in their current home for 1 year

   1.2 Prevented homelessness

   a) Proposed Mediation Services - Mediation is the primary service delivery approach to EFPP. The Department espouses the value of the negotiation process to facilitate creative and mutually agreed upon problem resolution between parties. Bidders are encouraged to place great emphasis on this important service delivery task. To submit a responsive proposal, **THE BIDDER SHALL:**

      (1) Describe methods and processes to be provided to implement the EFPP objectives of improved relationships between property owner and tenant and mortgage holders and homeowners; helping the parties identify and discuss issues of mutual concern, and exploring solutions and developing mutually acceptable settlements;

      (2) Describe a coordination plan for all activities and communication involving the tenant and property owner or homeowner and mortgage holder to achieve the EFPP

objective of reducing the costs of homelessness as well as costs of eviction and foreclosure to tenants, property owners, homeowners, mortgage holders, and the State; by developing mutually agreed upon solutions to identified problems;

(3) Describe the methods to encourage the tenant to contribute to reduce the arrears as well as the methods of approach to work with the mortgage holders and /or property owners to reduce costs or the arrearage; and

(4) Describe and create a new and innovative approach to the process of Mediation to achieve EFPP objectives.

b) Proposed Rent Bank Services - Rent Bank is a tool of the EFPP process and is utilized when non-monetary negotiations do not lead to a resolution. To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Prepare a check list of occurrences that should be addressed at Mediation, before Rent Bank Services are discussed; and

(2) Describe a plan to educate clients on Rent Bank disbursement processes and client expectations.

2. Overview of the EFPP Process - Resultant contractors shall engage in the following activities to serve the target population:

2.1 Determine applicants' eligibility for the EFPP,

2.2 Collect and maintain required client documentation (e.g., income verification, notice to quit, and proof of address),

2.3 Determine willingness of property owner or mortgage holder to participate in the EFPP,

2.4 Collect and maintain required property owner documentation (e.g., property owner proof of ownership, confirmation of arrearage, W-9 from each homeowner),

2.5 Mediate and assist parties in reaching a negotiated settlement of their differences. This includes developing a payment plan and determining if Rent Bank funds should be utilized,

2.6 Issue Rent Bank Payment (if applicable),

2.7 Follow-up on status of client at 120 and 365-day intervals,

2.8 Document activities that must be entered into the EFPP online applicant-tracking database, as noted in Section IV.C.5.1-5.4, Reporting Requirements.

3.0 Resultant contractors must also maintain a paper record that shall include, but is not limited to the following documents:

3.1 Intake Form (signed and dated by the applicants and EFPP agency staff),

3.2 Rent Bank Agreement (signed and dated by the client, EFPP agency staff, and property owner/mortgagor),

3.3 IRS W-9 Form for property owners,

3.4 Income verification (e.g., pay stubs, Federal income tax returns, a Certificate for Disclosure of Gross Wages, Salary or Commission),

3.5 Verification of Risk of Homelessness (e.g., Notice to Quit, Court Paperwork, Letter of Default from the Property owner/Mortgage Holder), and

For additional detail on the Program Process, please review the EFPP Regulations in Appendix 11.

a) Proposed Services - To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Describe the methods and/or techniques to be initiated to implement the EFPP processes as listed above, (2.1-2.8) and

(2) Describe a coordination plan for all activities and communication involving the client to achieve the EFPP processes as listed above, (3.1-3.5).

4. Proposed Catchment Areas – The Department expects to award up to five contracts to serve each proposed catchment area. Bidders may submit proposals that include more than one catchment area. EFPP services must be provided at multiple service sites within each catchment area. (See Appendix 12, **service sites are bolded**). To facilitate full coverage in each catchment area, collaborations and the use of subcontracts are encouraged.

a) To submit a responsive proposal, **THE BIDDER SHALL:** identify the proposed catchment area or areas intended to serve and

(1) Describe a detailed plan of scheduling at the **service site(s)**, including a timeline for the execution of the Mediation Service and the Rent Bank Service;

(2) Include a statement of the number of client cases that the resultant contractor shall serve monthly, quarterly, annually at **service site(s)** and an explanation of the analysis the bidder used to arrive at the number of cases; and

(3) Describe the evaluation methodologies to be used during the resultant contract period to measure achievement toward the objectives, (this description must include how objectives will be evaluated, frequency of evaluation, evaluation instruments used, and evaluation and tracking of project progress).

5. Administrative Performance - The resultant contractor shall be required to perform specific administrative tasks to ensure efficient and effective program administration including outreach and materials. The resultant contractor shall be required to provide pamphlets or other informational material and oral information that meet cultural and linguistic needs of the target population regarding the existence of EFPP services.

a) To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Describe the methods and processes to implement outreach to the targeted population;

(2) Describe the approach to address non-English speaking applicants as well as clients; and

(3) Describe evaluation methodologies to be used during the resultant contract period to measure the Administrative Performance tasks.

6. Reporting Requirements – The resultant contractor must submit EFPP and fiscal data to the Department. The resultant contractor shall:

6.1 Use the Department's electronic EFPP Statistical Report on an ongoing basis. An online applicant file shall be created at the time of the initial applicant interview or within three business days of the receipt of the application. Any additional application information shall be entered into the computer system at the time of receipt or within five business days. Applications that are incomplete and pending at thirty days from the initial application will be closed. Client notes must be entered within five business days

6.2 Prepare and submit to the Department Six-month and Year-end Program Narrative Status Summary Reports, which shall include all information not captured in the EFPP Monthly Statistical Report. Each Narrative Status Summary Report shall discuss changes in the EFPP including, but not limited to, population trends, needs of clients being served, technical or programmatic assistance needs or problems, or potential gaps in client services

Submit Program Narrative Status Summary Reports within thirty days after the end of the first six months and thirty days after the end of the resultant contract period

6.3 Conduct and follow-up for the EFPP services at one hundred twenty days and three hundred sixty-five days from the client's Mediation End Date. The purpose of the follow-up is to learn if the client is residing at the same address and current with the rent/mortgage payment. The resultant contractor shall report the results within thirty days of the follow-up date

6.4 Submit to the Department quarterly fiscal reports on DSS-304 and DSS-305 forms due to the Department's program

representative within thirty days after the end of each quarter. The final fiscal report is due within sixty days after the end of the resultant contract period

a) To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Describe the bidder's capability to comply with the above Programmatic/Statistical Reporting and Financial Reporting requirements, (6.1-6.4).

7. Client Outcome - At a minimum, the resultant contractor shall be required to meet or exceed the following EFPP outcome: families retaining access to affordable housing for one year after the EFPP process.

a) To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Detail the methods and processes proposed to be used by the bidder to achieve the EFPP outcome as stated above;

(2) Include a proposed plan for the coordination of all EFPP activities and communication involving clients to achieve EFPP outcome as stated above; and

(3) Propose one additional objective to continue achievement of the successful EFPP client outcome as described above.

8. Collaborations - Collaborations to address broad geographic needs and assure ease of EFPP access are encouraged. Collaborations may include, but are not limited to the following organizations:

- Area Agencies on Aging
- Community Action Agencies
- Domestic Violence Shelter
- Federally Qualified Health Centers
- Hispanic Organizations
- Homeless Shelters
- Housing Authorities
- Communities with 10 Year Plans to End Homelessness

- Human Resource Development Organizations
- Local Health Departments
- Municipalities
- Refugee Organizations
- Centers for Independent Living
- State Organizations (e.g. DSS, DCF, VA, DMHAS)

a) To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Include the methods and approaches of engaging collaborators in the management of eviction and foreclosure prevention services;

(2) Describe prior and related experience working with local-level collaborations;

(3) If applicable, describe with whom the bidder will collaborate to achieve the objectives of the EFPP including description of why and how the bidder will engage and collaborate with other local-level organizations;

(4) Provide the role of each collaborator including period of each collaborator's involvement; and

(5) Demonstrate that they will have a presence in a variety of geographic areas, congruent with the catchment(s) for which they are applying in order to ensure that consumers have easy and ready access to local service.

9. Quality Assurance - To submit a responsive proposal, **THE BIDDER SHALL:** concisely describe the methods and processes proposed by the bidder to facilitate a complete EFPP evaluation component and the proposed process to be used by the resultant contractor to inform the Department of any irregularities or problems with the operation of EFPP services.

10. Department Support - To submit a responsive proposal, **THE BIDDER SHALL:** identify the type of support the bidder will require from the Department to carry out the EFPP. Support may include, but is not limited to, Department staff time, Departmental reports or information required, or any other resources the resultant contractor expects the Department to provide in addition to the support identified.

The Department shall, at a minimum:

10.1 Monitor the resultant contractor's performance and request updates, as appropriate

10.2 Respond to written requests for policy interpretations

10.3 Provide technical assistance to the resultant contractor, as needed, to accomplish the expected outcomes

10.4 Provide a Program Coordinator

10.5 Schedule and hold regular program meetings with the resultant contractor

10.6 Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement

11. Bidder's Comprehensive Risk Understanding - The resultant contractor shall be sensitive to the needs and circumstances of EFPP and the policy requirements of the Department and the Federal government. The Department looks forward to a relationship with a resultant contractor who will anticipate risks and propose solutions to problems that obstruct access to EFPP services. To submit a responsive proposal, **THE BIDDER SHALL:**

a) Show its understanding of the EFPP by describing potential risks to the Department and risks that the bidder could encounter by acting as the EFPP resultant contractor; and

b) Propose solutions or approaches for managing those risks that show the bidder's familiarity and sensitivity with managing the EFPP.

D.	**BUSINESS COST SECTION (Maximum Fifteen pages for the BIDDER, and Maximum Fifteen pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR (if applicable)**

No cost information or other financial information may be included in any other portion of the submission. Any submission that fails to adhere to this requirement may be disqualified as non-responsive.

Each bidder's response must include cost information and other financial information in the following order:

1. Audited Financial Statements - To submit a responsive proposal, **THE BIDDER SHALL:** provide audited financial statements, including relevant findings, for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the bidder shall provide comparable statements that will document the financial stability of the bidder and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the proposal.

2. Budget Information - To submit a responsive proposal, **THE BIDDER SHALL:** provide three annual line-item budgets based on each contract year for the total proposed cost using the forms provided in Appendix 14. The budgets must include line items for all expenses to be incurred through the delivery of services.

3. Budget Narrative - To submit a responsive proposal, **THE BIDDER SHALL:** explain in writing the expected program costs including a rationale for each line item included in the budget and how Rent Bank funds will be managed. The narrative must include a listing and brief explanation of each staff position including number of hours worked weekly, number of weeks worked yearly, and hourly rate.

Cost Standards - Budgetary information included in the bidder's response to this RFP must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards.

In addition to required compliance with the published cost standards, bidders are advised that a responsive budget must limit annual administrative costs to 18 percent of the total budget over the resultant contract period.

Payment Structure - Resultant contractors shall be paid in accordance with expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be made final during contract negotiations, it is expected that payments will be made quarterly, contingent upon the resultant contractor's timely compliance with the resultant contract periods including, but not limited to, the resultant contractor's submission and Department's acceptance of all required reports and payment requests.

SECTION V - PROPOSAL EVALUATION

A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team has been established to assist the Department in selection of resultant contractors. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected bidders that are awarded the right to negotiate a contract with the Department for the EFPP.

The evaluation will be conducted in five phases:

- Phase One - Evaluation of General Proposal Requirements and Structure
- Phase Two - Evaluation of the Organizational Capability and Structure
- Phase Three - Evaluation of the Scope of Services
- Phase Four - Evaluation of the Business Cost Section
- Phase Five - Ranking of the Proposals

B. PHASE ONE - EVALUATION OF GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

The purpose of this phase is to determine whether each proposal is adequately responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection

without further consideration. The Department reserves the right to waive minor irregularities. The General Proposal Requirements are identified above.

C. PHASE TWO - EVALUATION OF THE ORGANIZATIONAL CAPABILITY AND STRUCTURE

Only those proposals passing the General Proposal Requirements review will be considered in Phase Two. The Department reserves the right to reject any and all proposals.

The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the bidder is in responding to the functional and technical requirements outlined in this RFP.

The Department will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as shown on the Workforce Analysis Form) of the bidder and any proposed subcontractors. The Department will determine to what extent the organization and its key personnel have the capability to work effectively with the Department to successfully develop and implement EFPP services. The Department will also assess the capability of the bidder to take on the additional workload that would be generated by the resultant contract and the bidder's financial capability to undertake the resultant contract. References will be checked. The Organizational Capability and Structure section of the proposal will be worth **35 percent** of the available points for the entire proposal.

D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the bidder is in responding to the functional and technical requirements outlined in this RFP. The Scope of Services section of the proposal will be worth **50 percent** of the available points for the entire proposal.

E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

The Business Cost Section will be evaluated only for bidders who achieve a minimum of 75 percent of the total available points in Phase Two and Phase

Three. The Business Cost Section will be worth **15 percent** of the available points for the entire proposal. It will be scored for:

1. Compliance with the published statewide cost accounting standards

2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the proposal)

F. PHASE FIVE - RANKING OF THE PROPOSALS

Upon completion of Phase One and Phase Two, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

SECTION VI - APPENDICES

APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

Section 1 - General RFP Provisions:

1.1 Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and providing submissions in response to this procurement.

1.2 Insurance

By provision of a submission the bidder agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits, or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including, but not limited to, any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

1.3 Suspension or Debarment

By provision of a submission, the bidder certifies the bidder or any person (including subcontractors) involved in the administration of Federal or State funds:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, State or Federal)

b. Has not within a three year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, State or Federal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses

d. Has not within a three - year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

1.4. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, “contract,” refers to any resultant contract to this RFP, although the term, “contract,” as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, “contractor,” refers to any resultant contractor to this RFP, although the term, “contractor,” does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

Section 2 - General Contract Provisions:

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards
   1. Inspection of Work Performed
   2. Safeguarding Client Information
   3. Reporting of Client Abuse or Neglect

B. Contractor Obligations
   1. Cost Standards
   2. Credits and Rights in Data
   3. Organizational Information, Conflict of Interest, IRS Form 990
   4. Federal Funds
   5. Audit Requirements
   6. Prohibited Interest
   7. Offer of Gratuities
   8. Related-party Transactions
   9. Lobbying
   10. Suspension or Debarment
   11. Liaison
   12. Subcontracts

13. Independent Capacity of Contractor
14. Indemnification
15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission
16. Compliance with Law and Policy
17. Facility Standards and Licensing Compliance
18. Reports
19. Delinquent Reports
20. Recordkeeping and Access
21. Workforce Analysis
22. Litigation

C. Alternations, Cancellation and Termination
1. Contract Revisions and Amendments
2. Contract Reduction
3. Default by the Contractor
4. Non-enforcement not to Constitute Waiver
5. Cancellation and Recoupment
6. Equipment
7. Transition after Termination or Expiration of Contract
8. Program Cancellation
9. Mergers and Acquisitions

D. Statutory and Regulatory Compliance
1. Health Insurance Portability Act of 1996
2. Americans with Disabilities Act of 1990
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Nondiscrimination Regarding Sexual Orientation
6. Nondiscrimination and Affirmative Action Provisions
7. Government Function, Freedom of Information
8. Whistleblowing
9. Campaign Contribution Restrictions
10. Non-smoking
11. Executive Orders

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards

1. Inspection of Work Performed - The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor, or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by Federal or State law. Written evaluations pursuant to this section shall be made available to the Contractor.

2. Safeguarding Client Information - The Department and the Contractor agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable Federal and State law concerning confidentiality.

3. Reporting of Client Abuse or Neglect - The Contractor shall comply with all reporting requirements relative to client abuse and neglect including, but not limited to requirements as specified in General Statutes of Connecticut C.G.S. §§17a-101 through 103, 19a-216, 46b-120 (related to children), C.G.S. §46a-11b (relative to persons with mental retardation), and C.G.S. §17b-407 (relative to elderly persons).

B. Contractor Obligations

1. Cost Standards - Effective January 1, 2007, the Contractor and funding State agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:

   (a) All new Contracts effective on or after January 1, 2007

   (b) All Contract amendments modifying funding, effective on or after January 1, 2007

(c) All Contracts in effect on or after July 1, 2007

2. Credits and Rights in Data -

(a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Department and, where applicable, the Federal government. All such publications shall be released in conformance with applicable Federal and State law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use, and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Department of such data.

(b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including, but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

3. Organizational Information, Conflict of Interest, IRS Form 990 - Annually during the term of the contract, the Contractor shall submit to the Department the following:

   (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service, and

   (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities

4. Federal Funds - The Contractor shall comply with requirements relating to the receipt or use of Federal funds. The Department shall specify all such requirements in Part I of this contract.

5. Audit Requirements - The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with Federal and State single audit standards as applicable.

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

7. Offer of Gratuities - By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this 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 Contractor or its agents or employees.

8. Related-party Transactions - The Contractor shall report all related-party transactions, as defined in this clause, to the Department on an annual basis in the fiscal report as specified in Part I of this contract. “Related party” means a person or organization related through marriage, capability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or capability to directly or indirectly exercise influence or control. “Related-party transactions” between a Contractor, its employees, Board members or members of the Contractor’s governing body, and a related party include, but are not limited to:

   (a) Real estate sales or leases

   (b) Leases for equipment, vehicles or household furnishings

   (c) Mortgages, loans and working capital loans

   (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor

9. Lobbying - The Contractor agrees to abide by State and Federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

10. Suspension or Debarment -

   (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)

      (2) Within a three - year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction,

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses

(4) Has not within a three - year period preceding this agreement had one or more public transactions terminated for cause or fault

(b) Any change in the above status shall be immediately reported to the Department.

11. Liaison - Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

12. Subcontracts - For purposes of this clause, subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered, and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

13. Independent Capacity of Contractor - The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

14. Indemnification -

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties

(2) Liabilities, damages, losses, costs and expenses, including, but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability

insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission -

(a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.

(b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to State law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the General Statutes of Connecticut (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy - Contractor shall comply with all pertinent provisions of local, State, and Federal laws and regulations as well as Departmental policies and procedures applicable to

Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.

17. Facility Standards and Licensing Compliance - The Contractor will comply with all applicable local, State and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent State and Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.

18. Reports - The Contractor shall provide the Department with such statistical, financial, and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable State and Federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

19. Delinquent Reports - The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

20. Recordkeeping and Access - The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the completion and submission to the State of the Contractor's annual financial audit.

21. Workforce Analysis - The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

22. Litigation -

(a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including, but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

(b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or State or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or State law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments -

(a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.

(b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

(c) No amendments may be made to a lapsed contract.

2. Contract Reduction -

(a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:

(1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld or

(2) Federal funding reductions result in reallocation of funds within the Department

(b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor -

(a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:

(1) Withhold payments until the default is resolved to the satisfaction of the Department

(2) Temporarily or permanently discontinue services under the contract

(3) Require that unexpended funds be returned to the Department

(4) Assign appropriate State personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department

(5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance

(6) Terminate this contract

(7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this contract or both

(8) Any combination of the above actions

(b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.

(c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

(d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. Non-enforcement Not to Constitute Waiver -The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. Cancellation and Recoupment -

(a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.

(c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. Equipment - In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least $5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. Transition after Termination or Expiration of Contract - In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation - Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

9. Mergers and Acquisitions -

   (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

   (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary

responsibility, the Contractor shall provide the Department with written notice of such changes.

(c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

1. Health Insurance Portability Act of 1996 ("HIPAA") -

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable Federal and State law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E *and*

(c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103 *and*

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103 *and*

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 CFR §160.103 *and*

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E

(g) Definitions

(1) “Business Associate” shall mean the Contractor.

(2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

(4) “Individual” shall have the same meaning as the term “individual”’ in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).

(5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and parts 164, subparts A and E.

(6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) “Required by Law”’ shall have the same meaning as the term “required by law” in 45 CFR §164.103.

(8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) “More stringent” shall have the same meaning as the term “more stringent” in 45 CFR §160.202.

(10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

(11) “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

(12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.

(h) Obligations and Activities of Business Associates -

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity

directs or agrees to make PHI available for amendment pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(12) Business Associate agrees to comply with any State law that is more stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate -

(1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity -

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR

§164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity - Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination -

(1) Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary

(3) Effect of Termination

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions -

(1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment - The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival - The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract,

all other terms of the Contract shall remain in force and effect.

(5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.

(7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. Americans with Disabilities Act of 1990 - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S. Code §§12101-12189 and §§12201-12213) (Supp. 1993), 47 U.S. Code §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the State harmless from any liability, which may be imposed upon

the State as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S. Code §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises - It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the General Statutes of Connecticut to carry out this policy in the award of any subcontracts.

4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by C.G.S. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the General Statutes of Connecticut:

(a)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation

(2) The Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the General Statutes of Connecticut

(4) The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and §46a-56 of the General Statutes of Connecticut

(b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the General Statutes of Connecticut provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The

Contractor agrees to comply with provisions of §4a-60 of the General Statutes of Connecticut:

(a) Every Contract to which the State or any political subdivision of the State other that a municipality is a party shall contain the following provisions:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission

(3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment

(4) The Contractor agrees to comply with each provision of this section and C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f

(5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and C.G.S. §46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by 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 C.G.S. §49-60g

(c) For the purposes of this section, “good faith” means that degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices, affirmative action advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the

participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the State and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Government Function, Freedom of Information - If the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in C.G.S. §1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the General Statutes of Connecticut. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and

distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large State Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large State Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.

9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

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

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the General Statutes of Connecticut, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the General Statutes of Connecticut must be received prior to Contract approval by the Department.

11. Executive Orders -

    (a) Executive Order No. 3: Nondiscrimination - This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the

Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy - This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the State work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow

(2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the State work site

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings - This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the State Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any State Contracting and procurement process by any person substantially involved in such Contract or State Contracting agency.

(2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of State or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the C.G.S. and Section 8 of Executive Order Number 1, all State Contracts between State agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of §4-252 of the C.G.S. and Section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.

(e) Executive Order No. 14: Procurement of cleaning products and services - This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

▪

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Acceptance Statement

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Eviction and Foreclosure Prevention Program Request for Proposals.

Signature

_____ _____

Title Date

APPENDIX 3 - WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees: _____
Address:_____ Full-time_____ Part-time _____

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

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		Individuals Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from_____Visual Check_____Employment Records_____Other: _____													

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Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
   Yes _____ No _____ Date of Implementation _____
   If the answer is "No," explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
   Yes _____ No _____ Not Applicable _____
   Explanation:

2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
   Yes _____ No _____ Not Applicable _____
   Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
   Yes _____ No _____ Not Applicable _____
   Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
   Yes _____ No _____ Not Applicable _____
   Explanation:

_____ _____

Contractor's Authorized Signature Date [WFA 5/93]

APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to "aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 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 §32-9n." "Minority" groups are defined in §32-9n of the General Statutes of Connecticut 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 §4-114a (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:

1. The bidder's success in implementing an affirmative action plan
2. The bidder's success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The bidder's promise to develop and implement an affirmative action plan
4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The bidder's promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

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INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form:

_____ _____
Signature Date

On Behalf of: _____

_____
Organization Name

_____
Address

APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

a) As used in this section:

i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.

ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.

iii. "Employee" means any person engaged in service to an employer in the business of his employer.

iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer form designating an entire business facility as a nonsmoking area.

c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):
Cited. 224C. 666, 674.

APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor:_____

Period:_____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.

2. If any funds other than Federally appropriated 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

_____	_____
Signature	Typed Name and Title
_____	_____
Firm/Organization	Date

APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to 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; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:
Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. §4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. §9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. §9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. §9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

_____ _____

Printed Contractor Name **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200__.

_____

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____

Awarding State Agency Planning Start Date

_____

Contract Number or Description

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APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

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

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

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

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

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

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

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO
If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

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

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

_____
Commissioner of the Superior Court or Notary Public

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APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to General Statutes of Connecticut §§1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to General Statutes of Connecticut §1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf.

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

APPENDIX 10 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

$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 $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 five years, or $5,000 in fines, or both.

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

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

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

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

R-39 REV 12/04
IMPORTANT: Read instructions on bottom of Certification Page before completing this form. Failure to comply with instructions may cause disapproval of proposed Regulations.

STATE OF CONNECTICUT
REGULATION
OF

Name of Agency Department of Social Services

Subject Matter of Regulation
Eviction and Foreclosure Prevention Program

Section 1. The Regulations of Connecticut State Agencies are amended by adding sections 17b-804-1 to 17b-804-13, inclusive, as follows:

(New) Section 17b-804-1. Statement of Purpose

The purpose of the Eviction and Foreclosure Prevention Program (EFPP), as created by General Statutes of Connecticut Sections [17b-804 through 17b-805, is to prevent homelessness among families whose income does not exceed 60 percent of the state median income and who are at risk of becoming homeless or in imminent danger of eviction or foreclosure.

(New) Sec. 17b-804-2. Definitions

As used in sections 17b-804-1 through 17b-804-15, inclusive, of the Regulations of Connecticut State Agencies:

(1) “Applicant” means any person who is eighteen or older, or an emancipated minor, who has requested eviction prevention services from a mediation agency under this regulation and is being assessed for eligibility on behalf of his or her family

(2) “Arrearage” means money which is overdue and unpaid to the property owner, mortgage holder or condo association that includes the dwelling unit in which a family resides

(3) “Client” means a family who qualifies for, and is approved for, eviction and foreclosure prevention services

(4) “Department” means the Department of Social Services or its agent

(5) “Desk Review” means a file review conducted by the Department of Social Services in response to a written appeal filed by an applicant pursuant to the appeals process

(6) “Dwelling Unit” means any house or building including a mobile manufactured home in a mobile manufactured home park as defined in section 21-64 of the General Statutes of Connecticut, or portion thereof, which is occupied, is designed to be occupied or is rented, leased or hired out to be occupied as a home or residence for one or more persons including a rooming house

(7) “Eviction” means the legal process used to terminate a person’s right to remain in his or her rental dwelling unit

(8) “Family” means any individual, or related and unrelated individual(s) who live together and share living expenses including a family of one

(9) “Foreclosure” means a legal termination of all rights of the mortgagor or his or her grantee in the property covered by the mortgage or action taken by a condo association to foreclose for unpaid fees

(10) “Gross family income” means all income, from whatever source derived including, but not limited to:

(a) Earned income, such as compensation paid by an employer to an employee for personal services, and includes, but is not limited, to wages, salaries, tips, commissions, bonuses, and earning from self-employment or contractual agreements

(b) Unearned cash income including, but not limited to, pensions, annuities, dividends, interest, rental income, estate or trust income, royalties, social security or supplemental security income, unemployment compensation, workers’ compensation, alimony, child support and cash assistance from Federal, state, or municipal assistance programs

(11) “Imminent danger” means having received a written threat to terminate the applicant’s right to remain in the dwelling unit including, but not limited to, one or more of the following: an original letter from the property owner, a housing authority pre-termination letter, a notice to quit, a default notice threatening foreclosure, a past-due letter or statement that the homeowner is more than thirty days in default, or court papers in support of an eviction or foreclosure

(12) “Lease” means a rental agreement between a property owner and a family, either oral or written, authorizing a person or persons to occupy a dwelling unit for a certain length of time

(13) “Property owner” means the owner, lessor, sublessor or property manager of a dwelling unit, the building of which a dwelling unit is a part or the premises on which the dwelling unit is located

(14) “Mediation” means intervention in disputes between parties to help them reconcile differences, find compromises or reach mutually satisfactory agreements between tenants and property owners as well as mortgage mortgage holders and borrowers

(15) “Mediation agency” means an entity under contract with the Department of Social Services to mediate disputes between tenants and property owners or creditors or mortgagors-in-possession on behalf of the Department of Social Services

(16) “Mortgage” means a written instrument in which real estate is used as a security for repayment of a debt or obligation and

(17) “Net monthly income” means all gross monthly income minus mandatory deductions including, but not limited to, Federal income tax based upon all allowable exemptions; social security tax; retirement plan deductions; union dues or fees; group life insurance premiums; health insurance premiums for all legal dependents; and for self-employed individuals, all legitimate business expenses

(New) Sec. 17b-804-3. Program description

(a) The Eviction and Foreclosure Prevention Program prevents homelessness through the intervention of trained community-based mediators who use assessment, mediation and, when necessary, rent bank resources to keep families in their dwelling units.

(b) The Eviction and Foreclosure Prevention Program benefits families by preventing homelessness, improving property owner-tenant relationships and stabilizing potentially homeless families in permanent housing.

(c) No applicant shall be eligible for grants from the rent bank without participation in the assessment and mediation process.

(d) No family shall receive grant assistance under the Eviction and Foreclosure Prevention Program in excess of $1,200 during any eighteen consecutive months beginning with the date of the mediated agreement.

(1) A family member who is under the age of eighteen at the time an application is filed, and who has moved out of the dwelling unit, shall be eligible to receive assistance during the eighteen-month period set forth in subsection (d) of this section, provided that he or she is eighteen years of age or older at the time of filing an application for assistance or is an emancipated minor. A family member who meets the requirements of this subsection is eligible to receive assistance not in excess of $1,200.

(2) A family member eighteen years of age, but not older than twenty-five years of age, who has moved out of the dwelling unit and provides satisfactory proof that he or she was a full-time student at the time of the family's application for assistance shall be eligible to receive assistance during the eighteen-month period set forth in subsection (d) of this section. For purposes of this subdivision, "full time student" means a high school student, an undergraduate student who is enrolled for at least twelve semester hours of credit or the equivalent thereof or a graduate student whose registration in credit-bearing courses or their equivalent is equal to, or greater than, nine credit hours per academic term.

(3) A family member, other than a family member who satisfies the requirements set forth in subdivisions (1) and (2) of subsection (d) of this section, who has moved out of the dwelling unit during the eighteen-month period set forth in subsection (d) of this section, shall be eligible to apply for rent bank funds within the eighteen-month period. The maximum amount of grant assistance available to a family member under this subdivision is $1,200 minus the amount of grant assistance already awarded to the family during the eighteen-month period.

(e) The Eviction and Foreclosure Prevention Program is not an entitlement program. Assessment and mediation services, as well as rent bank resources, are contingent upon the availability of funds.

(New) Sec. 17b-804-4. Eligibility

The Eviction and Foreclosure Prevention Program is available to an applicant who meets the following criteria:

(a) Resides in Connecticut

(b) Has gross family income at or below 60 percent of the state median income adjusted for family size and

(c) Is at risk of becoming homeless or is in imminent danger of eviction or foreclosure

(New) Sec. 17b-804-5. Procedures

(a) Each mediation agency shall have, and utilize a written intake procedure which shall include, but not be limited to:

(1) A procedure for making and accepting referrals; and

(2) A procedure for determining whether or not the family meets the program's admission criteria and is appropriate for the program

(b) Each mediation agency shall, during the intake procedure, collect at least the following information on an application form from each family seeking admission to the program:

(1) Name(s)

(2) Proof of home address

(3) Telephone number

(4) Date of birth

(5) Family status

(6) Income source(s)

(7) Currently family income (of all household members)

(8) Amount of arrearage or delinquency

(9) Reasons for arrearage or delinquency

(10) Social security number(s)

(11) Referral source

(12) Date of initial contact

(13) Signature of intake worker and date

(14) Applicant's signature and date; and

(15) Each mediation agency shall, during the intake or mediation procedure, collect from the property owner or homeowner a completed IRS W-9 form

(New) Sec. 18b-804-6. Income verification

(a) All applicants shall be required to document gross family income for the previous four weeks or for the previous six calendar months, if self-employed.

(b) All applicants have the option of having their eligibility determination documented based on gross family income for the previous fifty-two weeks from the date of application if they believe that it more accurately reflects gross annual family income.

(c) Participating mediation agencies shall require an applicant to substantiate gross family income by furnishing one or more of the following:

a. Self-employment worksheet

b. Wage stubs

c. A letter from an employer, customer, or other source of income

d. A Certificate for Disclosure of Gross Wages, Salary or Commission

e. Federal income tax returns

f. State income tax returns

g. Financial reports or statements

h. Checks

i. A contract or lease

j. A payment authorization regarding cash benefits

k. Identification and verification of residence

(New) Sec. 17b-804-7. Assessment and mediation

(a) All eligible applicants shall participate in assessment and mediation pursuant to section 17b-805 of the General Statutes of Connecticut.

(b) Participation in assessment and mediation is prerequisite to eligibility for rent bank resources.

(c) Each participating mediation agency shall designate trained staff or contract with individuals or organizations with expertise in property owner-tenant mediation to provide the assessment and mediation services described herein.

(d) Applications, once filed, shall be kept active for thirty days in order to accept documentation to complete the application process. Any uncompleted application exceeding thirty days shall be considered withdrawn and the file shall be closed. This does not preclude the applicant from re-applying at a later date.

(e) All completed applications shall be reviewed, and the applicant shall be notified of the disposition of the application and the reasons for the action taken, within five working days of receipt of the completed application by the mediation agency. A copy of the notice of disposition shall be provided upon request to any state agency responsible for the referral. The applicant shall be referred to other agencies and social services for assistance, if appropriate.

(f) If the applicant is denied service, he or she shall be advised in writing of the right to an informal conference with the mediation agency and of the right to a desk review by the Department of Social Services if the applicant has been denied at an informal conference. This written notification shall also include a statement of the right of the applicant and his or her representative to review all information used in the decision to deny assistance.

(g) The mediation agency shall conduct a comprehensive assessment of the eligible family in accordance with this section.

(h) The mediation agency shall determine, within the exercise of professional judgment, the feasibility of mediating a settlement between the family and the property owner or creditors with or without financial assistance and document the basis for its determination in the case records.

(i) If the mediation agency determines, within the exercise of professional judgment, through the assessment that mediation is appropriate, a mediation shall be scheduled and conducted.

(j) The mediation agency shall conduct follow-up on all successful mediations at one hundred twenty days and at three hundred sixty-five days and document if the tenant or homeowner is currently residing in the same dwelling unit and if the family is current in paying their rent or mortgage payment on a timely basis. This shall be accomplished by contacting either the tenant or the property owner, or, in the case of homeownership, the homeowner, either by phone or by mail to verify current tenancy status.

(New) Sec. 17b-804-8. Rent Bank

(a) In order to receive rent bank resources, a family shall participate in the assessment and mediation program as described in Section 17b-807-7 of the General Statutes of Connecticut and shall document the existence of a severe hardship which, in accordance with the professional judgment of the mediator(s), is not likely to recur including, but not limited to:

(1) Loss of income or increase in expenses

(2) Loss of employment

(3) Medical disability or emergency

(4) Loss or delay in receipt of other benefits

(5) Natural or man-made disaster

(6) Substantial and permanent change in household composition

(b) A family may qualify for rent bank assistance only if, in accordance with the professional judgment of the mediator(s), the family's housing is affordable. Housing is considered affordable if:

(1) The monthly rent or mortgage payment for the dwelling does not exceed 60 percent of the family's gross income and that the family is capable of paying current rent and the back-owed balance that is considered to be client responsibility.

(2) Where monthly rent or mortgage payments exceeds 60 percent of gross income, other factors may be examined to determine affordability and documented in the client file. Such factors include, but are not limited to:

(A) The duration of the family's tenancy or occupancy in the current housing prior to becoming delinquent and the duration of the nonpayment of rent or mortgage delinquency.

(B) The inclusion of heat or utilities in the family's rent or the cash value of food stamps.

(C) Whether the family expects to receive contributions from other family members or friends who may share in the cost of housing. A notarized statement by the contributor documenting their commitment to contribute to the applicant's rent for a specified period of time or amount shall be provided.

(D) Whether there is a reasonable expectation that family income will increase in the near future. Such factors may include but are not limited to, a letter or other official documentation from the employer stating that a raise is anticipated or a letter from an employer stating the applicant is a new hire with the anticipated salary.

(c) When a successful mediation of a case requires a financial payment and the criteria listed in section 17b-804-8 of the Regulation of Connecticut State Agencies are satisfied, the mediation agency may authorize, in accordance with the professional judgment of the mediator(s), the payment of a grant on behalf of the participating family.

(d) The amount of the grant shall be the minimum amount necessary, within the exercise of professional judgment of the mediator(s), to avoid imminent eviction or foreclosure.

(e) All families shall contribute an amount toward their rent or mortgage arrearage with such amount to be determined on a case-by-case basis through assessment and mediation in accordance with the professional judgment of the mediator(s).

(f) If a family is receiving a rental subsidy or resides in public housing, the maximum amount of the rent bank assistance approved by the mediation agency shall not exceed six times the monthly family rental contribution, at the time the hardship occurred, not to exceed a maximum grant of $1,200 in accordance with the professional judgment of the mediator(s).

(g) Prior to committing any rent bank resources, the mediation agency shall ensure that both the family and the property owner or creditor desire that the family remain in the dwelling unit for twelve additional months.

(New) Sec. 17b-804-9. Grants.

(a) Only families whose income levels are at or below 60 percent of the state median income level shall qualify for a grant.

(b) No grant shall exceed $1,200.

(New) Sec. 17b-804-10. Payments

Payments of rent bank financial assistance for grants shall be made payable to the creditor or property owner or his or her designated agent. For tax purposes, payments for mortgages may be made co-payable to the family and the lending institution holding the mortgage.

(New) Sec. 17b-804-11. Fraud

(a) An applicant who provides false information in applying for EFPP assistance shall be subject to prosecution and recoupment of any benefits provided and the family will automatically be denied services. In addition, said family will also be prohibited from participation for a period of two program years following the year in which the misrepresentation occurred. Persons who divert benefits to ineligible households shall be subject to the same penalties.

(b) Property owners committing fraud or misrepresentation are subject to suspension from participation in the EFPP for a period of two years from the date of the misrepresentation and are subject to prosecution and recoupment of any benefits provided.

(New) Sec. 17b-804-12. Reporting requirements

All mediation agencies shall comply with reporting and audit procedures established by the state funding agency for purposes of monitoring and evaluating the Eviction and Foreclosure Prevention Program.

(New) Sec. 17b-804-12. Appeal process

Any applicant who is denied assistance may appeal the decision in accordance with the following procedures:

(a) The applicant shall file a written request for an informal conference not later than fifteen days from the date of the receipt of the notice of disposition. The request shall be addressed to the chief executive officer or other authorized official of the mediation agency and signed by the applicant.

(b) The written request shall clearly state the reason(s) why the applicant believes he or she should receive services.

(c) An informal conference by the mediation agency shall be scheduled not later than ten business days from the receipt of the request by the applicant, and the mediation agency shall inform the applicant of the informal conference date by written notice. The notice of informal conference shall include the date, time and place for the conference and the reason why the informal conference has been requested.

(d) The mediator for the case, or his or her supervisor, shall prepare and provide to the chief executive officer, or his or her designee, a file containing all relevant documentation used in forming the denial decision. The mediator or supervisor shall include a written summary stating the reason(s) for the denial and the accompanying sections of the regulations. This file and summary shall be made available to the chief executive officer not later than two working days prior to the informal hearing.

(e) The applicant may be accompanied by an attorney or other representative or family member. The applicant may bring to the informal conference additional documentation in support of his or her appeal.

(f) The applicant and the applicant's attorney or other representative may review the informal hearing file prior to the hearing by contacting the mediation agency to set up an agreed-upon time within the twenty-four hours prior to the hearing.

(g) The mediation agency shall request the presence of mediation staff at the informal conference.

(h) The chief executive officer or designee, who has not participated in the decision being appealed, shall conduct the informal conference and act as hearing officer.

(i) The applicant may request one postponement for good cause by contacting the mediation agency. The mediation agency shall document this call in the client file.

(j) If the applicant does not appear at the scheduled informal conference, the case shall be closed and noted in the client's file. If an applicant has requested a new hearing date and does not show up on the rescheduled date, the case shall be closed and noted in the client's file.

(k) The applicant may withdraw the request for an informal conference by contacting the mediation agency. The mediation agency shall document the request in the client file.

(l) The chief executive officer, or his or her designee, shall make a finding based on the documentation supplied at the informal conference and shall notify the applicant of his or her decision in writing no later than five business days from the date of the informal conference.

(New) Sec. 17b-804-13 Desk review

Any applicant aggrieved by an informal conference decision may request a desk review not later than fifteen days from the date of receipt of the informal conference decision by filing a written request with the Department of Social Services. The Department shall make a decision in writing to the applicant not later than seven business days after the receipt of the client's informal review file from the mediation agency. The mediation agency shall either fax or express mail the client's informal review file to the Department immediately upon request. The Department shall mail a copy of their decision to the applicant with a copy to the mediation agency.

Section 2. Sections 17-619-1 to 17b-619-16, inclusive, of the Regulations of Connecticut State Agencies are repealed.

APPENDIX 12 - Eviction and Foreclosure Prevention Program Statistics and Service Catchment Areas

Program Applications

	2007		2006		2005	
Office	Applications	Approvals	Applications	Approvals	Applications	Approvals
Bridgeport	207	56	108	74	81	60
Bristol	32	19	32	15	47	21
Danbury	107	37	111	60	48	34
Darien	57	38	65	44	68	51
Derby	44	14	65	29	82	45
Hartford	503	249	323	137	302	191
Meriden	124	73	85	37	93	67
Middletown	55	21	60	29	34	18
New Britain	209	137	212	129	211	136
New Haven	144	94	190	105	127	86
New London	88	81	96	94	105	100
Norwalk	55	19	59	18	68	24
Waterbury	46	41	37	35	60	53
Willimantic	92	28	115	33	80	25
TOTAL	1763	907	1558	839	1406	911
Rate of Approval		51%		54%		65%

Program Applications Minimum Served Per Contract

Area	Service Per Year	
Catchment	**Applications**	**Approvals**
Catchment I	**350**	**175**
Catchment II	**410**	**205**
Catchment III	**220**	**110**
Catchment IV	**850**	**425**
Catchment V	**170**	**85**
Total Served	**2000**	**1000**

Program Applications

Area		2007		2006		2005	
Catchment	**Service Site**	**Applications**	**Approvals**	**Applications**	**Approvals**	**Applications**	**Approvals**
Catchment I	Bridgeport	207	56	108	74	81	60
Catchment I	Darien	57	38	65	44	68	51
Catchment I	Norwalk	55	19	59	18	68	24
Catchment I	**Subtotal**	**319**	**113**	**232**	**136**	**217**	**135**
Catchment II	New Haven	144	94	190	105	127	86
Catchment II	Derby	44	14	65	29	82	45
Catchment II	Meriden	124	73	85	37	93	67
Catchment II	Middletown	55	21	60	29	34	18
Catchment II	**Subtotal**	**367**	**202**	**400**	**200**	**336**	**216**
Catchment III	New London	88	81	96	94	105	100
Catchment III	Willimantic	92	28	115	33	80	25
Catchment II	**Subtotal**	**180**	**109**	**211**	**127**	**185**	**125**
Catchment IV	Bristol	32	19	32	15	47	21
Catchment IV	Hartford	503	249	323	137	302	191
Catchment IV	New Britain	209	137	212	129	211	136
Catchment IV	**Subtotal**	**744**	**405**	**567**	**281**	**560**	**348**
Catchment V	Waterbury	46	41	37	35	60	53
Catchment V	Danbury	107	37	111	60	48	34
Catchment V	**Subtotal**	**153**	**78**	**148**	**95**	**108**	**87**
TOTAL		**1763**	**907**	**1558**	**839**	**1406**	**911**

Service Catchments				
Catchment I	**Catchment II**	**Catchment III**	**Catchment IV**	**Catchment V**
Bridgeport	**Ansonia**	Ashford	Andover	Barkhamsted
Darien	Bethany	Bozrah	Avon	Beacon Falls
Easton	Branford	Brooklyn	Berlin	Bethel
Fairfield	Chester	Canterbury	Bloomfield	Bethlehem
Greenwich	Clinton	Chaplin	Bolton	Bridgewater
Monroe	Cromwell	Colchester	**Bristol**	Brookfield
New Cannan	Deep River	Columbia	Burlington	Canaan
Norwalk	Derby	Coventry	Canton	Cheshire
Stamford	Durham	East Lyme	East Granby	Colebrook
Stratford	East Haddam	Eastford	East Hartford	Cornwall
Trumbull	East Hampton	Franklin	East Windsor	**Danbury**
Weston	East Haven	Griswold	Ellington	Goshen
Westport	Essex	Groton	Enfield	Hartland
Wilton	Guilford	Hampton	Farmington	Harwinton
	Haddam	**Killingly**	Glastonbury	Kent
	Hamden	Lebanon	Granby	Litchfield
	Killingworth	Ledyard	**Hartford**	Middlebury
	Lyme	Lisbon	Herbron	Morris
	Madison	Mansfield	**Manchester**	Naugatuck
	Meriden	Montville	Marlborough	New Fairfield
	Middlefield	**New London**	**New Britain**	New Hartford
	Middletown	North Stonington	Newington	New Milford
	Milford	**Norwich**	Plainville	Newtown
	New Haven	Plainfield	Plymouth	Norfolk
	North Branford	Pomfret	Rocky Hill	North Canaan
	North Haven	Preston	Simsbury	Oxford
	Old Lyme	Putnam	Somers	Prospect
	Old Saybrook	Salem	South Windsor	Redding
	Orange	Scotland	Southington	Ridgefield
	Portland	Sprague	Stafford	Roxbury
	Seymour	Sterling	Suffield	Salisbury
	Shelton	Stonington	Tolland	Sharon
	Wallingford	Thompson	Vernon	Sherman
	West Haven	Union	West Hartford	Southbury
	Westbrook	Voluntown	Wethersfield	Thomaston
	Woodbridge	Waterford	Windsor	**Torrington**
		Willington	Windsor Locks	Warren
		Windham		Washington
		Woodstock		**Waterbury**
				Watertown
				Winchester
				Wolcott
				Woodbury

Rent Bank Payments			
Office	2007	2006	2005
Bridgeport	$ 43,670.00	$ 58,145.00	$ 48,584.40
Bristol	$ 4,598.00	$ 7,587.00	$ 7,413.00
Danbury	$ 9,200.00	$ 25,821.00	$ 24,497.00
Darien	$ 26,674.00	$ 35,588.00	$ 24,497.00
Derby	$ 2,661.00	$ 20,798.00	$ 21,149.23
Hartford	$ 93,405.00	$ 124,008.29	$ 118,352.86
Meriden	$ 15,242.00	$ 21,303.00	$ 26,063.64
Middletown	$ 8,867.00	$ 16,235.00	$ 14,127.48
New Britain	$ 21,597.00	$ 38,289.00	$ 38,289.00
New Haven	$ 65,904.00	$ 100,706.00	$ 73,135.26
New London	$ 56,109.00	$ 75,000.00	$ 69,950.00
Norwalk	$ 16,455.00	$ 13,715.00	$ 18,400.00
Waterbury	$ 25,385.00	$ 36,444.00	$ 38,751.00
Willimantic	$ 10,632.00	$ 29,604.00	$ 17,403.53
Rent Bank Payments	$ 400,399.00	$ 603,243.29	$ 540,613.40
Average Payment	**$ 808.89**	**$ 803.26**	$ 747.00

APPENDIX 13 - SUBCONTRACT PROFILE

SUBCONTRACT PROFILE
(Complete for each subcontractor)

Legal Name of Agency:	
Agency Contact Person:	
Title:	
Address	
Phone:	Fax:
Email:	
Amount of Subcontract:	
Brief Description of Services Provided by the Agency	
Description of Services to be Provided Related to the Service/ Program	

APPENDIX 14 - Line Item Budget Form

FINANCING SUMMARY	(A) REQUESTED	(B) ADJUSTMENTS	(C) APPROVED
Total State Grant:	-		-
For Amendments Only Previously approved State Grant Amount of Amendment			

ITEM / Line #	Subcategory	Line Item Total	Adjustments	Revised Total
1. UNIT RATE				
1a. Bed Days				
1b. Client Advocate				
1c. Security Deposit				
1d. Other Unit Rate Costs				
TOTAL UNIT RATE		$ -		
2. CONTRACTUAL SERVICES				
2a. Accounting				
2b. Legal				
2c. Independent Audit				
2d. Other Contractual Services				
TOTAL CONTRACTUAL SERVICES		$ -		
3. ADMINISTRATION				
3a. Admin. Salaries				
3b. Admin. Fringe Benefits				
3c. Admin. Overhead				
TOTAL ADMINISTRATION		$ -		
4. DIRECT PROGRAM STAFF				
4a. Program Salaries				
4b. Prog. Fringe Benefits				
TOTAL DIRECT PROGRAM		$ -		
5. OTHER COSTS				
5a. Program Rent				
5b. Consumable Supplies				
5c. Travel & Transportation				
5d. Utilities				
5e. Repairs & Maintenance				
5f. Insurance				
5g. Food & Related Costs				
5h. Other Project Expenses				
TOTAL OTHER COSTS		$ -		
6. EQUIPMENT		$ -		
7. PROGRAM INCOME				
7a. Fees				
7b. Other Income				
TOTAL PROGRAM INCOME		$ -		
8. TOTAL NET PROGRAM COSTS (sum of lines 1 through 6 minus line 7)		$ -		

1. UNIT RATE

Homeless Shelters Only	1a. Bed Days	1b. Client Advocate Hours of Service
Unit rate		
x eligible units		
total eligible costs	$ -	$ -
	(Page 1, Line 1a)	(Page 1, Line 1b)
1c. Security Deposit (Page 1, Line 1c)		$0

1d. Other unit rate costs (attach Page 1, 3a or 3b) (Page 1, Line 1d.) $ -

TOTAL UNIT RATE COSTS (Page 1, Line 1) $0

2. CONTRACTUAL SERVICES

2a. Accounting

Item	Unit Cost	

Total Accounting (Page 1, Line 2a) $ -

2b. Legal

Item	Unit Cost	

Total Legal (Page 1, Line 2b) $ -

2c. Audit

Item	Unit Cost	

Total Audit (Page 1, Line 2c) $ -

2d. Other Contractual Services

Item	Unit Cost	

Total Other Contractual Services (Page 1, Line 2d) $ -

3. ADMINISTRATION

3a. Administrative Salaries

Position	Annual Salary	No. of Persons	Percentage to be charged this program	Total Salaries
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Administrative Salaries (Cash) (Page 1, Line 3a)				$ -

3b. Administrative Fringe Benefits and Payroll Taxes

Health Insurance @	of	$ -
Agency average of $ /year per FTE		$ -
Pension @	of	$ -
F.I.C.A. @	of	$ -
Unemploy. Comp. @	of	$ -
Worker's Comp. @	of	$ -
Other: (State fringe rate)_____	of	$ -
		$ -
		$ -
Total Administrative Fringe Benefits and Payroll Taxes (Page 1, Line 3b)		$ -

3c. Administrative Overhead

Item	Unit Cost	
Total Administrative Overhead (Page 1, Line 3c)		$ -

TOTAL ADMINISTRATION (Page 1, Line 3)	$ -

4. DIRECT PROGRAM STAFF

4a. Program Salaries

Position	Annual Salary	No. of Persons	Percentage to be charged this program	Total Salaries
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Program Salaries (Page 1, Line 4a)				$ -

4b. Program Fringe Benefits and Payroll Taxes

Health Insurance @	of	$ -
Pension @	of	$ -
F.I.C.A. @	of	$ -
Unemploy. Comp. @	of	$ -
Worker's Comp. @	of	$ -
Other: (State fringe rate)_____	of	$ -
Total Program Fringe Benefits and Payroll Taxes (Page 1, Line 4b)		$ -
TOTAL DIRECT PROGRAM STAFF (Page 1, Line 4)		$ -

5. OTHER COSTS

5a. Program Rent

Item	Unit Cost	
Space Costs	% of Building Allocation	

Total Program Rent (Page 1, Line 5a) $ -

5b. Consumable Supplies

Item	Unit Cost/month	

Total Consumable Supplies (Page 1, Line 5b) $ -

5c. Travel and Transportation

Item	Unit Cost	

Total Travel and Transportation (Page 1, Line 5c) $ -

5d. Utilities

Item	Unit Cost	

Total Utilities (Page 1, Line 5d) $ -

5e. Repairs and Maintenance

Item	Unit Cost	

Total Repairs and Maintenance (Page 1, Line 5e) $ -

5f. Insurance

Item	Unit Cost	
Liability Insurance		
Total Insurance (Page 1, Line 5f)		$ -

5g. Food and Related Costs

Item	Unit Cost	
Total Food and Related Costs (Page 1, Line 5g)		$ -

5h. Other Project Expenses

Item		Unit Cost/month	
Total Other Program Expenses (Page 1, Line 5h)			$ -

TOTAL OTHER COSTS (Page 1, Line 5) $0

6. EQUIPMENT

6. Equipment

Item	Unit Cost/month	
Total Equipment (Page 1, Line 6)		$ -

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7. PROGRAM INCOME

Program Income - Identify Source

FEES:	$0
LEASE:	$0
SALE:	$0
INTEREST:	$0
OTHER:	$0
TOTAL PROGRAM INCOME (Page 1, Line 7)	$0