

**State of Connecticut Department of Social Services
Homelessness Prevention and Rapid Re-Housing Program
Request for Proposals**

May 28, 2009

Issued on behalf of the State of Connecticut Department of Social Services (the "Department" or "DSS"), the Connecticut Coalition to End Homelessness (the "Coalition") requests proposals to provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless *but* for this assistance. Funding for this program, known as the Homelessness Prevention and Rapid Re-Housing Program ("HPRP") is provided by the U.S. Department of Housing and Urban Development ("HUD") through funds authorized under Title XII of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act").

Proposals will be accepted until 3:00PM on Wednesday, July 1, 2009. Any responses received after that date and time will not be considered. No electronic submissions or facsimile transmissions will be accepted. Proposal submissions and all inquiries regarding this RFP shall be made to:

Connecticut Coalition to End Homelessness
77 Buckingham Street
Hartford, CT 06106
Attention: Caroline DiPietro, Project Assistant
Email: HPRP@cceh.org
Telephone: 860-721-7876

Additional copies of this RFP are available on the web at www.cceh.org, and at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. You can also obtain copies at the Coalition office, and by calling 860-721-7876.

The Coalition and DSS will host an informational bidders conference on Tuesday, June 2, 2009 at 1:00-3:00pm at the Lyceum Conference Center, 227 Lawrence Street, Hartford, CT 06106. Please RSVP at HPRP@cceh.org if you plan to attend. Potential applicants are strongly encouraged to attend. Following the bidder's conference, time will be provided for organizations to network and explore partnerships with other organizations from within their region.

A question and answer period for this RFP will run from the date of this RFP through June 10, 2009. **Please submit all questions in writing by email only by 3:00 pm on June 10 to Caroline DiPietro at HPRP@cceh.org.** DSS will respond only to those questions that meet the stated due date and time criteria noted above. The submitted questions and DSS responses will be posted as an addendum to the RFP on the on the www.cceh.org web site and the State's Procurement / Contracting Portal no later than June 16, 2009. 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.

The Coalition is funded by DSS to assist it in the coordination of this RFP process, to coordinate or provide training to successful recipients as they implement HPRP, and to track outcome data for all funded HPRP programs through this RFP. While CCEH will assist in coordinating and facilitating proposal review, CCEH will not participate in

the review itself nor will it make funding recommendations relative to the RFP. Successful applicants will contract directly with DSS for funding.

DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at 860-424-5693. DSS 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.

CONTENTS

Section	Page
Procurement Schedule	
Section I. Overview of State of Connecticut HPRP and RFP Process	
A. Goal	5
B. Purpose	5
C. Funding limits	6
D. Proposal review	6
E. Timeline of expenditures	7
F. Expiration	7
G. HUD Notice	7
Section II. Acronyms, Abbreviations, Definitions	9
Section III. Program Eligibility Requirements	
A. Eligible Applicants	10
B. Eligible Program Participants	11
C. Eligible Activities	13
1. Types of Assistance	13
2. Activities that are eligible for funding	14
a. Financial Assistance	14
b. Services Related to Housing Relocation and Stabilization	16
c. Administrative Costs	16
3. Activities that are ineligible for funding	16
Section IV. Design of Regional Programs	
A. Guiding Principles	17
B. Collaboration and Linkages	18
Section V. Outcomes and Data Collection	
A. Outcome targets	19
B. Data to be collected	19
C. HMIS	20
D. HMIS Licenses	20
Section VI. Proposal Content and Submission	
A. Submission requirements	20
B. Proposal cover sheet	20
C. Subcontractor profile	21
D. Proposal outline	21
E. Local government certification of approval	24

Section	Page
Section VII. Proposal Evaluation	
A. Threshold review	24
B. Proposal ranking	24
Section VIII. Appendices	
Appendix A: DSS Required Appendices	25
1. Mandatory Terms and Conditions	26
2. Procurement and Contractual Agreements Signatory Acceptance	47
3. Workforce Analysis Form	48
4. Notification of Bidders Form	50
5. Smoking Policy	51
6. Certification Regarding Lobbying	52
7. Gift and Campaign Contribution Certification	53
8. Consulting Agreement Affidavit	55
9. Affirmation of Receipt of State Ethics Laws Summary	56
10. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban	57
Appendix B: State of Connecticut HPRP Regions	59
Appendix C: Participant Minimum Eligibility Factors	60
Appendix D: Draft Eligibility Screening Tool	62
Appendix E: HUD Habitability Standards	70
Appendix F: State of Connecticut HPRP Initial Outcomes	72
Appendix G: Proposal Cover Sheet	74
Appendix H: Subcontractor Profile	76
Appendix I: Local Government Certification of Approval	78
Appendix J: HPRP Budget Form	80
Appendix K: Proposal Checklist	84

PROCUREMENT SCHEDULE

The schedule for this procurement is as follows:

Milestones	End Date
RFP posting/release	May 28, 2009
Bidder's Conference (1:00pm, Lyceum Conference Center, Hartford)	June 2, 2009
Deadline for the submission of written questions (no later than 3:00 p.m. local time)	June 10, 2009
Final posting/release of the DSS's official responses to questions (Questions/Answers Addendum)	June 16, 2009
Proposals due (no later than 3:00 p.m. local time)	July 1, 2009
Recommendations to Commissioner	July 20, 2009
Announcement of awards for contract negotiation	July 27, 2009
Contract negotiations end/contract execution*	July 28-September 4
HPRP services commence	September 8, 2009

**Selected applicants must be prepared to execute a contract within three weeks of receipt of contracted documents.*

DSS reserves the right to adjust this schedule, as needed. Changes to these 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

I. OVERVIEW OF STATE OF CONNECTICUT HPRP AND RFP PROCESS

- A. **Goals.** Through the Recovery Act, the Federal government has allocated approximately \$10.8 million over three years to the State of Connecticut to implement the Homelessness Prevention and Rapid Re-Housing Program. HUD expects that these resources will be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes.

DSS sees HPRP not only as an opportunity to stem the rising tide of families and individuals facing homelessness as a result of the economic downturn, but also as an opportunity to make lasting reforms in Connecticut's response to homelessness that result in improved life outcomes for adults and children. The goal of the State of Connecticut HPRP is to prevent or end homelessness for at least 1,030 individuals and families over the three year period.

- B. **Purpose.** The State of Connecticut HPRP is designed to create a statewide, housing-based intervention system focused on keeping households that are at risk of homelessness in housing (prevention) and on moving families and individuals quickly out

of shelter and into housing with appropriate supports (rapid re-housing). To do this, DSS will employ three approaches:

1. Fund regional collaborative programs to coordinate and deliver housing-based prevention and rapid re-housing services that will fill gaps in necessary supports, complement existing services, and transform the system of response;
2. Implement a statewide triage and referral system through 211 to help target assistance to those most in need and to streamline connections to resources;
3. Coordinate statewide data collection to document progress toward achievement of our HPRP goals and outcomes.

The purpose of this RFP is to solicit proposals for the regional collaborative programs. DSS intends to contract directly with United Way of Connecticut for the 211 system, and with the Coalition, as administrator of the statewide Homeless Management Information System ("HMIS"), for the coordination of data.

- C. **Funding limits.** DSS will fund programs within five regions. These regions are further delineated in Appendix B. The total grant funds available within each region over the three year period are as follows:

Region	Homelessness Prevention	Rapid Re-Housing	Total Per Region
Region 1 (southwest)	\$677,746	\$960,091	\$1,637,838
Region 2 (southcentral)	\$929,480	\$1,316,697	\$2,246,177
Region 3 (east)	\$426,012	\$603,486	\$1,029,498
Region 4 (northcentral)	\$1,258,671	\$1,783,027	\$3,041,698
Region 5 (northwest)	\$580,925	\$822,936	\$1,403,861
Total Statewide	\$3,872,835	\$5,486,237	\$9,359,072

DSS prefers to fund one regional collaborative program within each region. However, it may fund more than one program within a region if the programs are complementary, if they coordinate with one another, and there is a clear geographic, population or programmatic distinction between the programs. The minimum HPRP grant amount from DSS is \$450,000.

The Coalition is the point of entry for all Proposals under this RFP. The Proposal submission requirements are found in Section V of this RFP.

- D. **Proposal review.** Proposals will be reviewed in a two-stage process: first, to meet threshold criteria; and second, to determine program viability and financial feasibility through a competitive rating and ranking mechanism. Evaluation and ranking will be the responsibility of a Review Committee, whose members will include staff from DSS and other State of Connecticut agencies. The Review Committee will provide final

recommendations to the DSS Commissioner. Selected applicants will receive notification from the Coalition no later than July 27, 2009 that they have won the right to negotiate a contract with DSS. DSS expects to enter into contracts with providers by September 4, 2009, and issue first payments to providers no later than September 25, 2009.

- E. **Timeline of expenditures.** Funds must be used for eligible activities serving eligible populations, as described in this RFP. Selected applicants must expend at least 70% of HPRP grant funds within two years of the contract date. If a contractor has not made significant progress toward this expenditure goal at the end of year one, or if it fails to reach this benchmark at the end of year two, DSS reserves the right to rescind and reallocate the remaining grant funds. One hundred percent (100%) of grant funds must be expended by the end of the third year of the contract date.
- F. **Expiration.** Federal HPRP funds expire after three years. Applicants should not assume that HPRP funds will be renewed by the Federal government or the State of Connecticut. This should be considered when using HPRP funds for staffing costs.
- G. **HUD Notice.** The State of Connecticut HPRP is guided by requirements set forth by HUD in its Notice for the HPRP program issued March 19, 2009, and as subsequently modified. This Notice, as well as resource tools, can be found at <http://www.hudhre.info>. Changes in HUD requirements for HPRP nationally may result in changes to State contractor requirements.

H. Rights Reserved

Upon determination that its best interests would be served, DSS 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 DSS 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 DSS. DSS may invite bidders, but not necessarily all, to make an oral presentation to assist DSS in its

determination of award. DSS 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 DSS, 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 DSS;
 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 DSS when awarding a bidder the right to negotiate a contract with DSS (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with DSS, price alone shall not determine successful bidders);
 16. **Technical defects** - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of DSS 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, DSS reserves the right to set parameters on any BFOs it receives);
 19. **Unacceptable proposals** - Reopen the bidding process if advantageous to DSS.
- I. **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 A-1) between the successful bidders and DSS. The proposal must include a Signatory Acceptance (Appendix A-2), without qualification, of all terms and conditions as stated in this RFP and Part II of DSS's POS contract. Successful bidders may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the POS contract. DSS 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, DSS's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. DSS is solely

responsible for rendering decisions in matters of interpretation on all terms and conditions.

II. ACRONYMS, ABBREVIATIONS, DEFINITIONS

- A. 211 - an integrated system of help via the telephone, and a single statewide source for information about community services, referrals to human services, and crisis intervention. It is accessed toll-free from anywhere in Connecticut by simply dialing 2-1-1. It is operated by United Way of Connecticut.
- B. Applicant – the lead agency that is applying for funding under this RFP
- C. Application – the response to this RFP; also referred to as the “Proposal”
- D. Catchment area – the geographic area served by a HPRP-funded program
- E. Coalition – Connecticut Coalition to End Homelessness
- F. Commissioner – the Commissioner of the State of Connecticut Department of Social Services, as defined in Connecticut General Statutes C.G.S. §17b-3
- G. Contractor – the entity that enters into the contract with DSS
- H. Department – State of Connecticut Department of Social Services
- I. DSS – State of Connecticut Department of Social Services
- J. Family –A family consists of one or more minor children (age 17 or under), in the legal custody of one or more adults (not to exceed two) who, prior to losing housing, were living together and working cooperatively to care for the children.
- K. Fiduciary agent – the entity assuming financial responsibility for the DSS grant on behalf of itself and its subcontractors
- L. Homeless – as the term is defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11032)
- M. HMIS – Homeless Management Information System
- N. HPRP – Homelessness Prevention and Rapid Re-Housing Program
- O. Household –all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
- P. HUD – the U.S. Department of Housing and Urban Development
- Q. Individual – a person not in a family
- R. Lead agency – a Connecticut municipality or private nonprofit organization that submits a Proposal for State of Connecticut HPRP funding pursuant to this RFP. The lead agency is the same as the “applicant” under this RFP
- S. Private nonprofit organization – an organization described in 26 U.S.C. 501(c) that is exempt from taxation under subtitle A of the Internal Revenue Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance
- T. Program participant – an individual or family who receives services through HPRP
- U. Proposal – the response to this RFP; the application
- V. Recovery Act – the American Recovery and Reinvestment Act of 2009

- W. Region – for purposes of this HPRP program, DSS has five regions as detailed in Appendix B
- X. Regional collaborative program – a program to deliver HPRP services within a region that involves the collaborative efforts of a network of service providers
- Y. Rent Reasonableness – the total rent charged for a housing unit must be reasonable in relation to the rents charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- Z. SDGP – Security Deposit Guarantee Program
- AA. Subcontractor – a private, nonprofit organization that will be delivering assistance under the regional HPRP program under contract to the Applicant, should they be funded

III. PROGRAM ELIGIBILITY REQUIREMENTS

A. Eligible Applicants

1. Through this RFP, DSS is soliciting Proposals for funding of regional collaborative programs that will deliver housing-based prevention and rapid re-housing services.

In collaborative programs, partnering agencies within the region undertake joint work to develop shared goals; coordinate referrals, intake, and services; and develop protocols for each agency that let each agency do its work in a way that complements and supports the work done by the other agencies. It also involves changes in procedures, priorities, and communication practices of the cooperating agencies to achieve common goals and HPRP outcomes.

2. Each proposed regional program must be led by a skilled lead agency, which will act as the Applicant, contractor and fiduciary agent, and will assume primary responsibility for the success of the regional program. The Applicant must be either a private nonprofit organization or a Connecticut municipality.
3. Applicants must be willing to take referrals and provide assistance to eligible households from anywhere within the designated region. In regions where there is an HPRP entitlement city (Bridgeport, Hartford, New Britain, New Haven, Waterbury), the proposed program may cover both the city AND the other communities within the region OR may cover ONLY the communities outside of the entitlement city. Proposals to serve an entitlement city only will not be considered. **The Applicant must explain how it will coordinate its program's intake and services with the entitlement city's HPRP program to avoid duplication of services to program participants.**
4. The Applicant may deliver all HPRP-funded assistance directly or may subcontract with one or more private nonprofit organizations to deliver specific aspects of the assistance. For example, the Applicant may provide housing stabilization services, while a separate subcontracting agency may administer rental assistance; or the Applicant may deliver homeless prevention services, while the subcontractor may deliver rapid re-housing services. Proposals must clearly delineate the respective roles and responsibilities of each party with regard to the delivery of HPRP assistance and the coordination of the activities of team members.

5. In the Proposal, the Applicant must specify the proposed region to be served. If the Applicant and its team propose to serve more than one region, it may submit a single Proposal. However, the Proposal must include a separate program plan and budget, as described in Section VI, for each region to be served.
6. As noted earlier, DSS prefers to fund one regional collaborative program within each region. However, it may fund more than one program within a region if the programs are complementary. If the Applicant proposes to serve a portion of a region (in coordination with a separate application that will serve the remaining portion), the Proposal must list the towns within the region that the program will serve (e.g., its catchment area).
7. In the Proposal, the Applicant must submit a certification from the local government in the locality in which the organization will operate the program (the program's base of operations) that it approves of the program. The certification form can be found in Appendix I.
8. Each agency that will be delivering subcontracted services must be identified in the Proposal. The Proposal must include qualifying information on the proposed subcontractors, as outlined in Section VI. The Proposal must also include a letter of interest from each proposed subcontractor indicating their interest in providing the designated services. Selected programs will be **later** required to submit copies of memoranda of agreements between the Applicant and each subcontractor as a condition of contract execution.
9. In the Proposal, the Applicant and each proposed subcontractor must demonstrate capacity and experience in serving the target populations and in delivering services similar to those they will be providing as part of the regional HPRP program. Organizations must have existing operations in the State of Connecticut. Subcontractors are subject to the approval of DSS.
10. The Applicant, as lead agency, will be responsible for ensuring that the regional delivery system for HPRP assistance is organized to meet the State of Connecticut's HPRP guiding principles, which are outlined in Section IV. This work includes:
 - Serving as the fiscal conduit for State HPRP funds
 - "Minding the store": managing the regional strategy and analyzing performance
 - Convening local partners and facilitating decision-making processes
 - Ensuring cross-agency consistency in screening, triage, and eligibility determination
 - Ensuring collection and submission of HMIS data and reports
11. Applicants and their proposed subcontractors must be willing to participate in the HMIS system (see Section V), and must comply if asked to participate in HUD-sponsored research and evaluation of HPRP or an evaluation sponsored by the State and the Coalition. The evaluation process will likely include tracking client outcomes, documentation of units of service, and costs of services delivered.

B. Eligible Program Participants

1. Regional HPRP programs should make HPRP assistance available to both single individuals and families, but should plan to target approximately 65% of the

assistance to families (as defined in Section II).

2. Appendix C outlines the minimum eligibility criteria for all households to be served through State of Connecticut HPRP funds. Note that the criteria differ for households eligible for prevention versus rapid re-housing assistance.
3. All program participants must have incomes at or below 50% of area median income. Applicants will be responsible for verifying the income of program participants every three months during the term of assistance.
4. For Prevention assistance, households must meet one or more of the risk factors shown in Appendix C. DSS established these criteria in order to target prevention assistance to those individuals and families at greatest risk of becoming homeless, but who are nevertheless likely to sustain housing after the HPRP assistance ends.

In the Proposal, an Applicant may propose to adopt risk factors that program participants must meet *in addition to* one of those listed in order to qualify for certain types of HPRP assistance. An Applicant may also propose to prioritize among the risk factors to determine the type or mix of services that will be available to households. For example, an Applicant may propose to provide the most expensive benefit (medium-term rental assistance) to households with more than one risk factor. The Applicant must indicate how the adoption of additional risk factors or priorities will be responsive to regional needs. All risk factors and priorities are subject to the approval of DSS.

5. Applicants will be required to use a universal eligibility screening tool that agencies will use to screen for eligibility for HPRP and make referrals to regional HPRP intake centers. This tool will also be used by 211, which will serve as a statewide triage center for referrals to HPRP programs. A draft of the form is found in Appendix D. The tool will be finalized by September.
6. Applicants will also be required to use a universal intake process to admit eligible households into the HPRP program for assistance. The process will include documentation of basic household demographics, assessment of barriers to housing entry and stability, determination of the participant's level of service need and other resources available to them, and determination of the type of HPRP assistance needed. All intakes should be performed in person. The intake and assessment process should screen potential participants to ensure that they are the best candidates for the short term nature of HPRP funding and would not be better served under programs with longer term funding components.
7. Persons who are disabled, chronically homeless, or otherwise eligible for permanent supportive housing are eligible to receive HPRP assistance through eligible activities. Therefore, persons on a permanent supportive housing program waiting list may be served with HPRP assistance until a permanent supportive housing unit is available, provided the HPRP assistance does not exceed 18 months and is an eligible activity.
8. HUD has confirmed that persons served with HPRP Rapid Re-Housing assistance do not lose their homeless status and remain eligible for assistance under other Continuum of Care programs.
9. While HPRP funds cannot be used to provide mortgage assistance, HPRP funds can be used to provide financial assistance and services to both renters and

homeowners. Homeowners who meet HPRP eligibility criteria may receive utility assistance and moving costs assistance (i.e. after foreclosure), as well as services needed to help them stay housed. These might include case management, credit counseling, housing search, and legal services not related to a mortgage.

C. Eligible Activities

1. **Types of assistance.** State of Connecticut HPRP funds may be used for eligible activities related to the prevention of homelessness and rapid re-housing of people who are homeless.

a. **PREVENTION** assistance is targeted to persons facing housing instability who are at risk of losing their housing and require temporary assistance to prevent this or to move to another home. There are two components of Prevention assistance:

i. Prevention in place – This assistance is designed to keep the household in their current housing. Prevention in place programs serve the largest number of people who are at risk of homelessness, and is the least expensive on a per client basis.

Most people who are at high risk of homelessness do not seek prevention assistance. They may have trouble navigating social service networks or not realize the danger they are in.

Proposals should describe how the prevention program will reach people who are at highest risk and how prevention will reach the area's diverse populations. Strategies should include outreach to organizations and agencies that serve people at risk of homelessness, including agencies serving people in poverty, town social service departments, school systems, housing agencies, and faith and community-based organizations.

ii. Prevention with relocation – In instances where the household cannot stay in their existing housing, assistance is provided to assist the household in relocating and stabilizing in other permanent housing. Prevention with relocation is designed to bypass entry into shelter.

Prevention with relocation is often an eleventh hour effort to prevent homelessness by quickly assisting people in identifying safe housing options. Because of the immediacy of the crisis, it is imperative that housing assistance is provided quickly.

iii. There are times when prevention is not an appropriate option due to safety concerns. People who flee domestic violence or another dangerous situation should not be encouraged to return to the same housing unless the threat has been mitigated. Also, denying someone shelter who is literally homeless is not considered prevention.

b. **RAPID RE-HOUSING** assistance is targeted to persons who are homeless who need temporary assistance in order to obtain housing and to retain it.

Most people who become homeless can exit homelessness quickly with assistance. The Proposal should address how people will be assessed within a

few days of entering shelter for their resources and barriers to exiting homelessness. The housing search process should begin as soon as possible.

- c. Regional programs must offer all three types of services (prevention in place, prevention with relocation, and rapid re-housing) and balance these to ensure that people are not entering shelter in order to receive HPRP assistance and to ensure that people can get HPRP assistance even if they do become homeless.

2. Activities that are eligible for State of Connecticut HPRP funding under both Prevention and Rapid Re-Housing:

- a. **FINANCIAL ASSISTANCE.** Financial assistance is temporary, and may be made to third parties only and not directly to clients. Eligible forms of financial assistance are the following:

- i. Rental assistance of up to 18 months

- a. Rental assistance is tenant based and is targeted to allow participants to remain in their homes or to obtain and remain in rental units they select.

- b. There are two types of rental assistance that may be provided:

- 1. **Short term** rental assistance, which may not exceed rental costs accrued over 3 months
- 2. **Medium-term** rental assistance, which may not exceed rental costs accrued over 4-18 months

- c. Up to 6 months back rent may be paid; this counts against the 18 month maximum.

- d. The form of rental assistance provided is flexible, and may include shallow subsidies, declining subsidies, standard subsidies (similar to Section 8), or subsidies deeper than Section 8.

- e. Rental assistance administration considerations:

- 1. Subsidized housing units must meet HUD Habitability Standards, which are found in Appendix E. Inspection of assisted units by the Applicant (or designated subcontractor) is required annually and upon change of tenancy. These habitability standards apply only when a program participant is moving into a new unit; they do not apply to persons served with HPRP prevention assistance in an existing unit.
- 2. Housing units occupied by HPRP-assisted families with children must comply with requirements of the Federal Lead Based Paint Poisoning Prevention Act. Applicable regulations can be found at 24 CFR part 35, subparts A,B,M, and R.
- 3. Any individual or family receiving rental assistance must have at least an initial consultation with a case manager to determine need.

4. HPRP rental assistance cannot be provided to eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state, or local housing subsidy program. For example, if a participant is receiving rental assistance under another program, HPRP funds may not be used for rental assistance during that same time period. However, it could be used to pay for a security deposit or utility payment.
 5. The rental assistance paid cannot exceed the actual rental cost, which must be in compliance with HUD rent reasonableness standards. DSS has a statewide rent reasonableness data system, administered through a subcontractor, that the Applicant will be able to access (at no cost) for compliance determinations.
 6. A lease must be in place and the participant must be on the lease.
 7. The subsidy administrator must verify ownership of the property. The assisted property must not be owned by the Applicant or a subcontractor or by the parent, subsidiary, or affiliated organization of the Applicant or subcontractor.
 8. The proposed administrator of the rental assistance must have demonstrated experience in subsidy administration.
- ii. Security and utility deposits. These can be provided in conjunction with other subsidies provided by federal, state, or local housing subsidy programs as long as it is covering separate cost types.
 - iii. Utility payments of up to 18 months, including 6 months of back utility payments. The utility must be in the name of the participant.
 - iv. Applicants are encouraged to make use of existing security deposit and utility assistance programs within Connecticut, and only use HPRP funds in instances where these other programs may not be of assistance. Information on existing programs can be found through 211 at www.infoline.org.
 - v. Moving cost assistance. (Prevention with relocation, Rapid Re-housing) Reasonable moving costs are allowed (truck rental, moving company expenses, short term storage fees for up to 3 months). Furnishing costs are not an eligible expense.
 - vi. Motel and hotel vouchers for no more than 30 days, if no appropriate shelter is available and subsequent rental housing has been identified but is not immediately available for move in. (Prevention with relocation, Rapid Re-housing)
 - vii. There is no limit on the number of times a household can receive financial assistance, but a household cannot exceed the 18 month total cap on rental assistance and the 18 month total cap on utility assistance.
 - viii. Mortgage assistance is NOT an eligible activity.

b. **SERVICES RELATED TO HOUSING RELOCATION AND STABILIZATION**

- i. Housing search and placement - assisting participants in locating, obtaining and retaining housing. This may include:
 - a. tenant counseling
 - b. helping participants understand leases
 - c. securing utilities
 - d. making moving arrangements
 - e. representative payee services concerning rent and utilities
 - f. mediation and outreach to property owners related to locating or retaining housing
 - ii. Outreach and engagement - services or assistance designed to publicize the availability of HPRP programs to make persons who are homeless or almost homeless aware of these and other available services and programs.
 - iii. Case management - arrangement, coordination, monitoring, and delivery of services related to the housing needs of program participants and helping them maintain housing stability.
 - a. May include:
 - counseling
 - developing, securing and coordinating services
 - monitoring and evaluating participant's progress
 - assuring the rights of participants are protected
 - b. MUST include: the development of an individualized service plan for each participant including a path to permanent housing stability following the HPRP financial assistance.
 - iv. Legal services - to help people stay in their housing. Legal services related to mortgages are not eligible.
 - v. Credit repair - services to assist participants with critical skills related to household budgeting, money management, accessing free personal credit report, and resolving personal credit issues.
- c. **ADMINISTRATIVE COSTS.** Up to 3% of regional grants may be used for administration. Administrative funds may be used by the Applicant for accounting for the use of grant funds, obtaining program audits, staff salaries associated with these administrative costs, and training for staff who will administer the program or for case managers, as long as the training is directly related to learning about HPRP. Administrative costs do not include the costs of issuing financial assistance or providing services as these costs should be included under these categories. Costs for staff engaged in general administration of the program should be charged to either Financial Assistance and/or Services.

3. **Activities that are ineligible for State of Connecticut HPRP funding**

- a. Financial assistance or services to pay for expenses available through other Recovery Act programs, including child care and employment training. Case managers should work to link program participants to these other resources.

DSS and the Coalition will provide technical assistance to selected Applicants on potential services available through these other Recovery Act programs.

- b. Mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable.
- c. Development of discharge planning programs in mainstream institutions, such as hospitals, jails or prisons.
- d. Other costs, including:
 - Operating costs of shelters or other programs
 - Construction or rehabilitation
 - Credit card bills or other consumer debt
 - Car repair or other transportation costs
 - Travel costs
 - Food
 - Medical or dental care and medicines
 - Clothing and grooming
 - Home furnishings
 - Pet care
 - Entertainment activities
 - Work or education related materials
 - Cash assistance to program participants
 - Certifications, licenses and general training classes
- e. Programs may not charge fees to HPRP program participants.

IV. DESIGN OF REGIONAL PROGRAMS

- A. **Guiding Principles.** Based on successful practices in Connecticut and elsewhere around the country, DSS has established a set of guiding principles for a well-functioning, housing-based homelessness prevention and rapid re-housing system for Connecticut. DSS will give priority for funding to regional programs that are designed to be consistent with these guiding principles:
 1. **Access.** Assisted households will have access to the services they need to:
 - Secure and/or retain permanent housing that they can afford;
 - Access and/or retain employment, and increase their skills and income;
 - Sustain good health;
 - Make connections to the larger community; and
 - Achieve greater self-reliance and a foundation for long-term housing stability.
 2. **Support.** HPRP assistance will be:
 - Flexible and tailored to the needs of the specific individual or family;
 - Quickly available;
 - Person/Family centered, meaning the individual or family is supported in making their own decisions, in problem-solving, and in selecting housing and services for themselves and their children;
 - Based on respectful, in-person interaction and an openness to re-engagement; and
 - Designed to transition toward the end goal of stable, affordable housing.

3. **Coordination.** Within each region, there will be cross-coordination and cooperation between agencies that will ensure that:
 - assisted households are connected to the services they need;
 - service access is streamlined, fast, and eliminates duplicative paperwork and processes;
 - there is cross-agency case conferencing to coordinate services for individual households;
 - there is oversight and coordination of the network by a skilled lead agency; and
 - there is cross-agency training of agency staff to share information on each other's programs.

B. Collaboration and Linkages

1. In light of the guiding principles above, Proposals should identify:
 - a. How access to HPRP services will be coordinated and streamlined across agencies within the region;
 - b. How and where households will be identified, screened, and will enter the program for prevention and rapid re-housing assistance. While 211 will serve as an easily accessible statewide point of entry for eligibility screening and referral to regional HPRP programs, it is assumed that there will be local points of entry as well. Applicants should identify what these points of entry will be.
 - c. How regional programs will coordinate intake and services with those of local shelters and transitional living programs for rapid re-housing aspects of the program.
 - d. How regional programs will coordinate services and referrals with those of any existing prevention and rapid-re-housing programs within the region, including Beyond Shelter programs.
 - e. How households will be assisted in making connections to mainstream services, including proactive measures the Applicant will take to coordinate and link HPRP services with those of key existing service, employment, and housing agencies within the region, including providers of:
 - eviction prevention programs and legal services
 - fuel/utility assistance programs
 - town emergency assistance funds
 - employment training and supports, including regional One Stops
 - housing subsidy programs (including Section 8 subsidies and bridge subsidies) and affordable housing
 - homeless services
 - other local activities related to homelessness prevention and rapid re-housing
 - f. How the regional HPRP program will link with the local Continuums of Care and coordinating bodies for Ten Year Plans to End Homelessness within the region for coordination, information dissemination, and planning.
2. **Coordination with SDGP.** DSS currently offers a Security Deposit Guarantee Program (SDGP). As of February 19, 2009, DSS limited intake to SDGP to only those who are homeless and those in danger of homelessness. DSS believes that this

state program is integral to the success of HPRP, as eligible applicants should be directed to SDGP first, and if the participant is ineligible or refuses participation, then HPRP security deposit assistance shall be accessed. DSS will require successful applicants to complete the "step 1" process for SGDP, as these activities will be the same as that which would be required under HPRP and, where possible, will eliminate duplication of efforts.

3. **Coordination with cities.** The five HPRP entitlement cities (Bridgeport, Hartford, New Britain, New Haven, and Waterbury) will be identifying, or have already identified, how each will utilize their respective HPRP allocation. Please note that DSS will examine all submissions closely for coordination with HPRP municipalities and duplication of services with state HPRP funding. If an applicant argues the need for additional resources already covered by municipal HPRP funding, then it is the applicant's responsibility to clearly illustrate the lack of duplication of services.
4. **Statewide coordination and training.** All State of Connecticut HPRP contractors will be required to participate in statewide HPRP cross-coordination and training activities. These meetings, which will be coordinated by the Coalition, will be held on a monthly or bimonthly basis. They will be used to share information on program processes and outcomes; to identify and address operational issues, including training and technical assistance needs; and to facilitate the engagement of local, regional, and state level resources that can be accessed to support HPRP programs. HPRP entitlement communities will be invited to participate in these meetings to ensure HPRP resources are well coordinated across the state.

V. OUTCOMES AND DATA COLLECTION

- A. **Outcome targets.** DSS has established a set of initial client-level and systems-level outcome targets for the State of Connecticut HPRP that can be measured through HMIS. These are found in Appendix F. Selected applicants, DSS, and the Coalition will work in tandem toward reaching or exceeding these targets so that the value of homelessness prevention and rapid re-housing approaches is well demonstrated. Progress toward outcomes will be assessed quarterly based on HMIS data. It will be the responsibility of funded HPRP programs to submit reports to DSS using HMIS (see below for details). The Coalition will share data with grantees on a timely basis to allow for modifications in the field as needed.

A formal program evaluation sponsored by HUD or the State of Connecticut and the Coalition, if forthcoming, is likely to look at additional outcomes, including some that do not rely on HMIS as the data source. Selected applicants will be required to participate in the evaluation.

- B. **Data to be collected.** The data to be collected by regional programs will be driven by HUD requirements and by the outcomes. Based on HUD information, we anticipate that the primary data to be collected will include the following:

1. **Client-level data**

Unduplicated individuals and families served, including:

- Program entry/exit date
- Demographics (date of birth, social security number, ethnicity, race, gender, education, veteran status, disabling condition, family composition, unique household identifier)

- HPRP eligibility factors
- Housing barriers
- Residence prior to program entry (type, length of stay, subsidy type), zip code of last permanent address
- Homeless status at program entry
- Income and sources, non-cash benefits
- Housing cost burden (rent, utilities)
- Destination, tenure and subsidy type
- Assistance provided
 - Prevention (in place or with relocation) or Rapid re-housing
 - Financial assistance (start/end date, type and amount)
 - Housing relocation and stabilization services (start/end, type)
 - Connections to mainstream resources
 - Housing inspection and rent reasonableness verification
- Housing outcomes of persons served (at exit)

2. Administrative data

- Amount of funds expended for:
 - Financial assistance (by type)
 - Services (by type)
 - Administration
- Principal performance location and Continuum of Care
- Number of subcontracts (above and below \$25,000)
- Total compensation for five most highly compensated officers of the entity
- Number of jobs created, jobs retained

C. **HMIS.** Data collection and evaluation must be conducted through HMIS and must be compatible with ServicePoint software. Applicants must be prepared to begin data entry within 45 days of signing a contract with DSS. Client level HMIS data will be entered at intake and at three month intervals. Applicants must be prepared to enter updates no later than the last day of each quarter.

D. **HMIS licenses.** Through a direct contract with the Coalition, DSS will purchase licenses and appropriate training for selected applicants to utilize HMIS, if such licensees are not already in place. The Applicant must specify in its Proposal the estimated number of new licenses that it and its subcontractors will need to carry out the regional program.

VI. PROPOSAL CONTENT AND SUBMISSION

- A. **Submission requirements.** The Proposal for HPRP consists of five sections:
1. Proposal Cover Sheet (Appendix G)
 2. Subcontractor Profile (Appendix H)
 3. The items listed below under "Proposal Outline"
 4. Local Government Certification of Approval (Appendix I)
 5. DSS required appendices (see Appendix A)

A Proposal Checklist appears in Appendix K.

You must submit one (1) original and seven (7) copies of the completed Proposal (items 1-4 above), and one (1) original of the DSS required appendices. Proposals must be submitted in sturdy, tabbed three-ring binders clearly labeled with "State of Connecticut HPRP RFP" and the name and address of the Applicant. Proposals must be organized and tabbed in the same order as the Proposal Checklist in Appendix

K. Proposals must be submitted by the deadline of **July 1, 2009, 3:00PM**, to the CT Coalition to End Homelessness office at 77 Buckingham Street, Hartford, CT. Incomplete or late proposals will not be considered.

B. **Proposal Cover Sheet** (Appendix G). This must be completed and signed by an authorized official of the Applicant. Where indicated, identify the amount of HPRP funds requested by type, and identify how many individuals and families you anticipate serving over the three year period.

C. **Subcontractor Profile** (Appendix H). Complete this form for each subcontractor.

D. Proposal Outline.

1. Program Plan (Scope of Work) - (maximum of 12 pages excluding attachments)
The program plan should be presented in a narrative form; however, the use of charts or diagrams (as attachments) that help to illustrate the organization of the program (such as the proposed system of HPRP assistance, client flow, and/or the roles and connections between collaborating organizations in the region) is welcomed.

Describe the proposed program, including:

- a. **Geography.** Describe the geographic area to be served by the program, including regional characteristics or needs that have influenced the design of your program.
- b. **Services.**
 1. Describe the types of services to be provided under your HPRP program.
 2. Delineate the roles and the responsibilities of members of the team with regard to:
 - The delivery of HPRP services (who will do what and where)
 - The coordination of the activities of team members
 - The coordination of services to individual households
 - The coordination of the activities of the team with those of the larger network of service and housing agencies within the region
 3. If you will be providing Financial Assistance under your program, what financial limits or caps (if any) do you propose to place on this assistance per household?
- c. **Populations** to be targeted for HPRP assistance
 1. Identify the target populations of your HPRP program
 2. Will participants in your program be required to meet certain program criteria or risk factors in addition to those listed in Appendix C in order to qualify for HPRP assistance or certain types of HPRP assistance? If so, what are these criteria or risk factors, and how will they be used?
 3. Do you plan to prioritize certain risk factors to determine the type or mix of services or assistance that will be available to households? If so, what are these priorities and how will they be applied?
 4. Describe how the additional risk factors or priorities respond to needs within the region to be served.
 5. What outreach and engagement activities will your program utilize to target potential program participants? What measures will you take to reach diverse populations within your region?

d. Client Flow and intake.

1. How and where will households be identified, screened, and enter your HPRP program? Identify the regional points of referral, entry, and intake/assessment.
2. How and where will you assess the households' needs for HPRP assistance and decide on what assistance to provide? What role will the individual or family have in this process?
3. How will your HPRP program's Prevention assistance reach people who are at highest risk of homelessness?
4. For households that must move from their existing housing, how will your program ensure that housing assistance will be provided quickly to prevent entry into the shelter system?
5. How will your program coordinate with local shelters to ensure that households are assessed for HPRP rapid re-housing assistance within a few days of their entry into shelter?
6. Describe any plans for follow-up with participants after HPRP assistance has ended.

e. Housing.

1. How will households who must move (Prevention with relocation and Rapid Re-housing) be assisted in finding and securing housing? What outreach will be conducted with local landlords and housing authorities?
2. What assistance will households receive during the course of HPRP assistance to gain access to rent subsidy programs for which they may qualify?

f. Linkages.

1. What proactive measures will your team undertake to coordinate and link HPRP services with those of key existing service, employment and housing agencies within the region?
2. How will your HPRP program link with the local Continuums of Care and coordinating bodies for Ten Year Plans to End Homelessness (if any) within the region?
3. How will your program coordinate services and referrals with those of any existing prevention and rapid-re-housing programs within the region, including Beyond Shelter programs?

g. **Timeline.** Describe your anticipated timeline for project start-up.

h. **Data.** Indicate the estimated number of new HMIS licenses that will be required for the HPRP program, as well as your plan to begin data entry within 45 days of signing a contract with DSS.

2. Organizational Capacity (maximum of 4 pages excluding attachments)

a. **Organizational structure** (Applicant only)

1. Provide a brief description of your organization, its purpose and history, and its primary programs.
2. How will your existing organizational programs, services, and structures support implementation of your HPRP program?
3. Provide a brief description of key personnel who will be working on the project. Identify the staff (and their role within the organization) who will manage the HPRP program.

4. Does your organization have any subsidiaries or affiliates? What are their names and purpose?
 5. Do your organization's bylaws restrict program activity to specific geographic areas? Describe geographic areas of current program activity.
 6. Attachments:
 - Provide a copy of your organizational chart
 - Provide a list of your board of directors with terms of service
 - Provide a copy of your IRS determination letter of tax-exempt status (if you are not a municipality)
- b. Financial management** (Applicant only)
1. Provide a copy of your organization's current fiscal year budget.
 2. Provide audited financial statements for your two most recent fiscal years, including the management letters indicating any concerns identified in the audits.
 3. Indicate by written statement whether your organization has been cited over the last 5 years by state or federal officials for not meeting contractual commitments or required to complete a corrective action plan.
- c. Experience and Qualifications** (For Applicant and each Subcontractor)
1. Describe the experience of your organization in:
 - the delivery of supportive services to people who are homeless and people at risk of homelessness
 - delivering services similar to those the agency will be providing as part of the regional HPRP program
 2. For the agency that will be administering rental assistance, describe the agency's experience in subsidy administration, conducting housing inspections, and calculating tenant rent payments.
 3. For the Applicant, describe the agency's experience in leading collaborative efforts and coordinating multiple service partners.
 4. A letter from each subcontractor must be included describing their anticipated involvement and commitment. The letter must be signed by an authorized official.

3. Budget (Financial Summary) (Applicant and each Subcontractor)

- a. **Budget Form.** Using the budget form provided in Appendix J (available in-Excel format), provide a line-item budget for each of the three years of the HPRP program, and a three year total. Each subcontractor should prepare a budget for its portion of the program. The Applicant budget should represent the total for the full program.
- b. **Budget Narrative.**
 1. Explain the expected program costs and a rationale for each line item in the budget. Administrative costs are limited to 3%, and should include only eligible costs as described in Section III.C.2.c of this RFP.
 2. Explain how Financial Assistance funds will be managed.
 3. List and briefly explain each staff position, including number of hours worked weekly, number of hours worked yearly, and hourly rate. Indicate whether

the staff position is new or existing.

- c. **Leveraged Funds.** Describe any resources or funds that will be leveraged for this program.

- E. Local Government Certification of Approval** (Appendix I). If the Applicant is a private nonprofit organization, submit an executed certification of approval from the jurisdiction in which the organization will operate the program (the program's principal performance location).

VII. PROPOSAL EVALUATION

- A. Threshold review.** Submitted Proposals will first undergo a threshold review to determine:

1. Application completeness (see Proposal Checklist, Appendix K)
2. Applicant eligibility
3. Eligibility of proposed target population
4. Eligibility of proposed services

- B. Proposal ranking.** Proposals meeting threshold will be ranked by the Review Committee. Proposals will be evaluated based upon the following criteria:

1. Quality of the Program Plan (Scope of Work), including degree of consistency with the State of Connecticut HPRP Guiding Principles (35%)
2. Experience, Strength, and Capacity of the Applicant and team (25%)
3. Feasibility of Program Budget (20%)
4. Degree to which the proposed program will meet needs within the targeted region(s) (10%)
5. Compliance with the instructions and specifications as outlined in this RFP (10%)

VIII. APPENDICES

Electronic versions of all forms and templates in the appendices are available on the Coalition's website at <http://www.cceh.org/esg.htm> and the State portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

Appendix A – DSS Required Appendices

Appendix A-1

Revised 06/07

PART II POS - MANDATORY TERMS AND CONDITIONS

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 Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 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 appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability 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; and
- (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; and

(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 Connecticut General Statutes (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. Record Keeping 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 (3) 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 and 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 (30) 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 (60) 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 (5) 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 (5) 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 (5) 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 (90) 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 (5) business days of cancellation. Within five (5) 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 (5) 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 (5) 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 (90) 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 (45) 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 Contractor 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 C.F.R. 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 C.F.R. § 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 C.F.R. § 160.103; *and*
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 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 C.F.R. 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 C.F.R. § 164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 or 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 is 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.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 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.C. § 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 C.F.R. §§ 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 Connecticut General Statutes 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 Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
 - (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 Connecticut General Statutes;
 - (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 Connecticut General Statutes.

(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 Connecticut General Statutes 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 Connecticut General Statutes:

- (a) Every Contract to which the state or any political subdivision of the state other than 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 49-60g.
- (c) For the purposes of this section, "good faith" means that degree of diligence which 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Connecticut General Statutes. 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 which 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 Connecticut General Statutes, 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 Connecticut General Statutes 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 (15) 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 section 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 Conn. Gen. Stat. 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 section 4-252 of the Conn. Gen. Stat. 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 A-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.

Acceptance Statement

On behalf of _____ I, _____
_____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Homelessness Prevention and Rapid Re-Housing Request for Proposals.

Signature

Title

Date

APPENDIX A-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		People With 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 <u>Visual Check</u> <u>Employment Records</u> Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?

Yes _____ No _____ Implementation Date _____

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 A-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 fifty-one percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §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

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 A-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 from 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 A-6 - CERTIFICATION REGARDING LOBBYING

Contractor: _____

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 31 U.S.C.1352. 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 A-7

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 its 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 contractor 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



APPENDIX A-9

**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 Connecticut General Statutes §§ 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 Connecticut General Statutes § 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/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

APPENDIX A-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.

Receipt acknowledged:

Signature

Date

Print Name:

Title:

Company Name:

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."

Appendix B – State of Connecticut HPRP Regions

Region I Southwest	Region II Southcentral	Region III East	Region IV Northcentral	Region V Northwest
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

Appendix C - Participant Minimum Eligibility Factors State of Connecticut HPRP

Prevention Prevention in Place Prevention with Relocation	Rapid Re-Housing
<ul style="list-style-type: none"> Income is at or below 50% AMI (certified every 3 months during term of assistance) 	<ul style="list-style-type: none"> Income is at or below 50% AMI (certified every 3 months during term of assistance)
<p>The household is still housed but at risk of homelessness (as defined below) and meets both of the following circumstances:</p> <ol style="list-style-type: none"> no appropriate subsequent housing options have been identified, AND the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing <p><u>Risk Factors - At risk of homelessness</u> The individual or family must be experiencing at least one of the following risk factors:</p> <ul style="list-style-type: none"> Eviction – they have received a written eviction notice (or threat of eviction) from the landlord or have been served with an eviction summons. This includes threatened or pending eviction from rental housing due to foreclosure; Doubled up – they are living in an overcrowded ‘doubled up’ situation and the landlord or host family/person has given them a deadline for moving out (this does not include persons legally on the lease); Condemnation – the building in which they live has been condemned; Hazard – a hazardous situation exists in the housing which represents an immediate danger or housing is no longer fit for human habitation, including high overcrowding that exceeds safety standards for the housing unit size. <i>(requires visual inspection at intake)</i> Domestic violence (still in housing) – they are in imminent danger that physical violence from a family or household member will likely occur if they remain in their housing. Income loss – they have experienced a sudden and significant loss of income that 1) makes their present housing no longer affordable (i.e., rent and tenant utility costs are more than 50% of income), and they need immediate assistance to quickly relocate to affordable housing before becoming homeless; or 2) without immediate, 	<p>The household is homeless (as defined below) and meets both of the following circumstances:</p> <ol style="list-style-type: none"> no appropriate subsequent housing options have been identified, AND the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing <p><u>Homeless</u> The individual or family must meet one of the following criteria:</p> <ul style="list-style-type: none"> Shelter – sleeping in an emergency shelter; Unsheltered – sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks; Discharge (<180 days) - Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution; THP - Graduating from, or timing out of, a transitional housing program; Domestic violence (no longer in housing) – The person is a victim of serious or chronic domestic abuse, and is unable/unwilling to return to the home because of the abusive situation, so alternative housing must be obtained.

<p>short term assistance they will lose their current housing;</p> <ul style="list-style-type: none">• Utility or Medical increase – due to a sudden and significant increase in utility costs or medical debt, the household’s income is insufficient to retain their housing without immediate assistance.• Discharge (>180 days) – they will be discharged within two weeks from an institution in which they have been a resident for more than 180 days (prison, mental health hospital, hospital, etc.);• Reunify – a custodial parent has secured suitable family housing according to a formal, court or referee-approved plan to reunify with a child in DCF placement. Due to unavoidable delays in implementing the plan, the parent’s income is insufficient to preserve the housing without immediate financial assistance.	
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Appendix D – Draft Eligibility Screening Tool

CT Homelessness Prevention and Rapid Re-Housing Program (HPRP) Eligibility Screening Tool

Screening tool should be completed only once per household

* Indicates that a definition is provided at the end of this document

Screening Date (mm/dd/yyyy): _____ Staff Name: _____

Screen completed by staff at 211? Yes No If yes, transaction ID: _____

If no, please indicate the agency completing the screen: _____

Client Information

Last Name	First Name	MI	Suffix
-----------	------------	----	--------

1. Has another member of your household already answered these screening questions?

Yes No Don't know

If 'Yes' complete question #1a and terminate screen. If 'No' or 'Don't know', proceed to question #2.

1a. Name of other household member: _____

2. Best Phone # for contact: _____ Home Cell Work

3. Date of Birth (mm/dd/yyyy): _____

4. Date of Birth type reported:

Full DOB Reported Approximate or Partial DOB Reported Don't Know Refused

5. Social Security Number: ___ - ___ - _____

6. Type of Social Security number reported: Full SSN reported Partial SSN reported

Don't know or don't have SSN Refused

7. Gender: Female Male Transgendered male to female

Transgendered female to male Other Don't know Refused

8. Veteran Status: Yes No Don't know Refused

For all answers, proceed to question #9. If 'Yes' cross-check for veterans' income sources in question #11.

9. Disabling Condition: Yes No Don't Know Refused

For all answers, proceed to question #10. If 'Yes' check for disability income sources in question #11.

Household Information

10. Household size:

of adults 18 years or over: _____ # of children 5 and over: _____ Under 5 years: _____

11. Income Sources (**check all that apply and specify monthly amount next to each**):

Earned income \$ _____ Unemployment Insurance \$ _____ Social Security, SSI \$ _____ Social Security Disability Income, SSDI \$ _____ Veteran's disability payment \$ _____ Private disability insurance \$ _____ Worker's compensation \$ _____ Temporary Assistance to Needy Families (TANF) \$ _____ SAGA \$ _____ Retirement Income from Social Security \$ _____ Veteran's pension \$ _____ Pension from a former job \$ _____ Child support \$ _____ Alimony or other spousal support \$ _____ Other Source and amount: _____ \$ _____ No Income

12. Total monthly household income: \$ _____ No Income

13. Total monthly rent: \$ _____

14. Is client income at or below 50% Area Median Income (AMI)? Please use the following link to determine if client income is at or below 50% AMI: <http://www.huduser.org/DATASETS/il.html>

Yes No

If 'Yes', proceed to question #15. If 'No', refer to other services.

15. Homeless Status: Literally homeless* Imminently at-risk of becoming literally homeless* Precariously housed and at-risk of homelessness* Stably housed* Don't know Refused

If client answers that they are 'literally homeless,' proceed to question #31.

If clients answers that they are 'imminently at-risk of becoming literally homeless' or "precariously housed and at-risk of homelessness," proceed to question #18.

If client stated that they are 'Stably housed' or 'Refused', refer to other services.

If client answered that they 'Don't know', proceed to question #16.

16. Have you lost your housing already?

Yes No

If 'No', proceed to question #18. If 'Yes', proceed to question #17.

17. Do you currently have anywhere else you would be able to stay tonight other than a shelter, car, street, or other place not intended for human habitation?

Yes No

If 'Yes', proceed to question #18. If 'No', refer to Rapid Re-Housing services.

Prevention

18. Have you received a written eviction notice or threat of eviction from the landlord or have been served with an eviction summons? (Includes threatened or pending eviction from rental housing due to foreclosure of property)

Yes No Don't know

If 'Yes' refer to Prevention services. If 'No' or 'Don't know' proceed to question #19.

19. Are you being forced to leave housing for which you are not on a lease or sublease?

Yes No Don't know

If 'Yes' refer to Prevention services. If 'No' or 'Don't know' proceed to question #20.

20. Has the building in which you live been condemned?

Yes No Don't know

If 'Yes' refer to Prevention services. If 'No' or 'Don't know' proceed to question #21.

21. Do you have to leave your housing because of hazardous conditions?

Yes No Don't know

If yes, please describe below and refer to Prevention Services. If 'No' or 'Don't know' proceed to question #22.

Description of hazardous living conditions:

22. Do you have to leave your housing because of a violent domestic situation?

Yes No Don't know

If 'Yes' refer to Prevention services. If 'No' or 'Don't know' proceed to question #23.

23. Have you experienced a sudden and significant loss of income?

Yes No Don't know

If yes, please describe income vs. expenses below and refer to Prevention Services. If 'No' or 'Don't know' proceed to question #24.

Current income vs. expenses:

When 'current income vs. expenses' is complete, refer to Prevention Services.

24. Is your current household income insufficient to retain your housing due to a sudden and significant increase in utility costs or medical debt?

Yes No Don't know

If 'Yes' refer to Prevention services. If 'No' or 'Don't know' proceed to question #25.

25. Are you a custodial parent that has secured suitable family housing according to a formal court or referee-approved plan to reunify with a child in DCF placement?

Yes No Don't know

If 'Yes' complete questions #26. If 'No' or 'Don't know' proceed to question 28.

26. Due to unavoidable delays in implementing the plan, is your income insufficient to preserve this housing without immediate financial assistance?

Yes No Don't know

If 'Yes', proceed to question #27. If 'No' or 'Don't know' proceed to question 28.

27. Do you currently have an open DCF case?

Yes No Don't know

If 'Yes' proceed to 27a, then refer to Prevention services. If 'No' or 'Don't know' proceed to question #28.

27a. DCF worker name: _____

b. DCF Office: _____ c. Phone: _____

When above is complete refer to Prevention Services

28. Are you currently in a hospital or institution such as a nursing home, jail, or prison?

Yes No Don't know

If 'Yes' proceed to question 29. If 'No' or 'Don't know' proceed to question #32.

29. How long have you been staying at your current institution?

180 days or less more than 180 days

**If 180 days or less, complete question #30 and proceed to question #31a.
If more than 180 days, proceed to question #29a.**

29a. Are you going to be discharged within two weeks from the institution?

Yes No Don't know

If 'Yes', complete question #30 and refer to Prevention services. If 'No' or 'Don't know', complete question #30 and proceed to question #32.

30. When do you expect to be discharged? _____

Rapid Re-Housing

31. Are you currently in a hospital or institution such as a nursing home, jail, or prison?

Yes No Don't know

If 'Yes' proceed to question 31a. If 'No' or 'Don't know' proceed to question #32.

31a. Were you staying in shelter, transitional housing, or a place not meant for human habitation (car, park, abandoned building, street etc.) immediately before entering the institution?

Yes No Don't know

If 'Yes' refer to Rapid Re-Housing services. If 'No' or 'Don't know' proceed to question #34.

32. Are you currently staying in an emergency shelter or a place not meant for human habitation (car, park, abandoned building, street etc.)?

Yes No Don't know

If 'Yes', complete question #32a and #32b, and then refer to Rapid Re- Housing services. If 'No' or 'Don't know', proceed to question #33.

32a. What is the name of the shelter in which you are staying? _____

32b. In what town is the shelter in which you are staying located? _____

33. Are you currently graduating from or timing out of a transitional housing program?

Yes No Don't know

If 'Yes', refer to Rapid Re- Housing services. If 'No' or 'Don't know', proceed to question # 34.

34. Are you unable or unwilling to return to your home because of an abusive situation and concerns for your personal safety or those of your children?

Yes No Don't know

If 'Yes', refer to Rapid Re- Housing services. If 'No' or 'Don't know' refer to other services.

Referral

Questions #35 & 36 are to be answered by screener, not the client.

35. Type of service referral:

- Prevention services Rapid re-housing services Emergency shelter/Transitional housing
 Other: _____ Refused services

36. HPRP region referred to:

- Eastern CT North Central CT South Central CT Southwestern CT Northwestern CT

37. Name of shelter to which client is being referred: _____

37a. Town in which this shelter is located: _____

38. Has the screener placed a call for referral to this shelter?

- Yes No

*Definitions

Literally homeless: Include people who at program entry are in one of the following:

- Places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- An emergency shelter;
- A hospital or other institution for up to 30 consecutive days (up to 180 days for HPRP programs), if the person was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution;
- A transitional housing program for homeless persons.

Imminently at-risk of becoming literally homeless: Include people who at program entry are experiencing one of the following:

- Being evicted within a week from a private dwelling unit (including housing provided by family or friends);
- Being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days;
- Living in housing that has been condemned by housing officials
- and is no longer considered meant for human habitation;
- Fleeing a domestic violence housing situation.
- Additionally, if a person resides in one of these places, the person must also meet the following conditions:
- No appropriate subsequent housing options have been identified;

AND

- The person lacks the financial resources and support networks needed to obtain immediate housing or remain in their existing housing.

Precariously housed and at-risk of homelessness: Include people who at program entry:

- Are in their own housing or doubled up with friends or relatives and are at-risk of losing their housing due to high housing costs, conflict, or other conditions negatively impacting their ability to remain housed;

AND

- Lack the resources and support networks needed to maintain or obtain housing.

HOWEVER

- Such persons are not in immediate danger of becoming literally homeless (i.e., do not meet the criteria for being imminently at-risk of becoming literal homelessness).

Stably Housed: Include people who are in a stable housing situation and not at risk of losing this housing (i.e., do not meet the criteria for being precariously housed, imminently at-risk of becoming literally homeless, or literally homeless).

Prevention – Assistance that is targeted to persons facing housing instability who are at risk of losing their housing and require temporary assistance to prevent this or to move to another home.

Rapid Re-Housing - Assistance that is targeted to persons who are homeless and who need temporary assistance to obtain and retain housing.

Appendix E – HUD Habitability Standards for HPRP

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Following are the habitability standards that contractors must follow:

1. **State and local requirements.** Each contractor must ensure that housing occupied by a family or individual receiving HPRP assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
2. **Habitability standards.** Except for less stringent variations as are proposed by the grantee and approved by HUD, housing occupied by a family or individual receiving HPRP assistance must meet the following minimum requirements:
 - a. **Structure and materials.** The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - b. **Access.** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - c. **Space and security.** Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - d. **Interior air quality.** Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - e. **Water supply.** The water supply must be free from contamination.
 - f. **Sanitary facilities.** Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - g. **Thermal environment.** The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - h. **Illumination and electricity.** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while ensuring safety from fire.
 - i. **Food preparation and refuse disposal.** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

j. **Sanitary condition.** The housing and any equipment must be maintained in sanitary condition.

k. Fire safety.

- a. Each unit must include at least one battery-operated or hard wired smoke detector, in property working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
- b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Appendix F State of Connecticut HPRP – Initial Outcomes

Client-Level Outcomes		Prevention in Place	Prevention with relocation	Rapid Re-housing	Families	Individuals
1	100% of households receiving prevention in place services retained permanent housing after 3 months. 95% after 6 months; 90% after 9 months 85% after 12 months; 85% after 18 months	X			X	X
2	100% of households assisted with relocation or re-housing retained permanent housing after 3 months 95% after 6 months; 90% after 9 months 85% after 12 months; 85% after 18 months		X	X	X	X
3	85% of assisted households did not enter the shelter system within 12 months of program exit.	X	X		X	X
4	85% of assisted households did not re-enter the shelter system or transitional housing within 12 months of program exit.			X	X	X
5	100% of households receiving relocation or re-housing assistance entered permanent housing that meets HUD habitability standards.		X	X	X	X
6	100% of assisted households receiving relocation or re-housing assistance have a housing cost burden less than 50% of income upon entry into the housing.		X	X	X	X
7	85% of assisted households will have a housing cost burden less than 50% of income at 6 months following receipt of HPRP rental assistance.		X	X	X	X
8	30% of assisted households have a housing cost burden of less than 30% of income at program exit.		X	X	X	X
9	80% of assisted households experienced gains in income between program entry and exit.		X	X	X	X
10	75% of assisted households who were employed at entry were still employed at exit.		X	X	X	X
11	65% of assisted households who were unemployed at entry were employed at exit		X	X	X	X

Outcomes are continued on next page

System-Level Outcomes

System-wide, there was a 15% reduction in average shelter length of stay, from baseline to program completion.

System-wide, there was a 15% reduction in the number of people who entered shelter for the first time, from baseline to program completion.

Appendix G – Proposal Cover Sheet

**State of Connecticut Homelessness Prevention and Rapid Re-Housing Program
PROPOSAL COVER SHEET**

Name of Applicant			
Address of Organization			
Federal Employer Identification Number:			
Organizational Information			
Is organization a Connecticut municipality?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is organization a nonprofit, tax-exempt organization? <i>If yes, please provide copy of IRS determination letter</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Year incorporated: _____			
Will organization be subcontracting HPRP funds to other organizations? <i>If yes, please complete Subcontractor Profile</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of HPRP Program:			
Amount of Request	Homelessness Prevention	Rapid Re-Housing	Total Request
Financial Assistance	\$	\$	\$
Services	\$	\$	\$
Total	\$	\$	\$
Region to be Served			
<input type="checkbox"/> Reg 1 (SW) <input type="checkbox"/> Reg 2 (SC) <input type="checkbox"/> Reg 3 (E) <input type="checkbox"/> Reg 4 (NC) <input type="checkbox"/> Reg 5 (NW)			
If serving less than the full region, attach a list of the communities that will be served - or note here if you are only excluding an HPRP entitlement city:			
Program Goals (# served)	Year 1	Year 2	Year 3
Families			
Individuals not in Families			
Total Individuals and Families			
Name of Applicant Contact:		Tel:	
Title:		Fax:	
		Email:	
Acting as the duly authorized representative, I hereby affirm that the governing body of the above names organization has reviewed and accepts all the conditions of the Request for Proposals for the State of Connecticut Homelessness Prevention and Rapid Re-Housing Program and that the organization is interested in being considered for participation in the program and becoming eligible to receive and administer funding subject to the conditions outlined in the RFP.			
_____ Signature of CEO/Executive Director		_____ Date	

Appendix H – Subcontractor Profile

State of Connecticut Homelessness Prevention and Rapid Re-Housing Program
SUBCONTRACTOR PROFILE
 (Complete for each subcontractor)

Name of Applicant (Lead agency)	Name of HPRP Program	Region (s)
Name of Subcontractor		
Address		
Contact:	Tel:	
Title:	Fax:	
	Email:	
Amount of Subcontract:		
Brief Description of Services Provided by the Agency:		
Brief Description of Services to be Provided Related to the HPRP Program:		

Please duplicate for additional subcontractors

Appendix I – Local government certification of approval

State of Connecticut
Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Government Certification of Approval of Local HPRP Program

I certify that the jurisdiction approves of the proposed Homeless Prevention and Rapid Re-Housing Program listed below.

(Type or clearly print the following information)

Applicant Name:	
Name of HPRP Program:	
Address of Program Location:	
Name of Certifying Jurisdiction:	
Certifying Official of the Jurisdiction Name:	
Title:	
Signature:	
Date:	

Appendix J – HPRP Budget Form

State of Connecticut Homeless Prevention and Rapid Re-Housing

Summary - Year 1-3

Budget Summary

Agency Name:

HPRP Program Name:

Insert data in shaded cells only

	Financial Assistance			Services Hsg Relocation/Stabilization			Administrative Costs (not to exceed 3% of grant)			Total HPRP		
	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total
1. Personnel (Direct Labor)		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
Total Personnel		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0										
2. Fringe Benefits	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Estimated Cost
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00			\$0.00
Total Fringe Benefits			\$0.00			\$0.00			\$0.00			\$0.00
3. Travel and Transportation	quantity - miles,days , items	rate per mile/diem	Estimated Cost	quantity - miles,days , items	miles, days, items	Estimated Cost	quantity - miles,days , items	rate per mile/diem	Estimated Cost	quantity - miles,days , items	rate	Estimated Cost
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
			\$0.00			\$0.00			\$0.00	0.00		\$0.00
Total Travel Costs			\$0.00			\$0.00			\$0.00			\$0.00
4. Equipment	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
Total Equipment Cost			\$0.00			\$0.00			\$0.00			\$0.00
5. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost	Quantity	Unit Cost	Estimated Cost
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0.00		\$0.00
Total Material Costs			\$0.00			\$0.00			\$0.00			\$0.00

State of Connecticut Homeless Prevention and Rapid Re-Housing

Summary - Year 1-3

Budget Summary

Insert data in shaded cells only

Agency Name:

HPRP Program Name:

6. Consultants (list individually)	Hours/Days	Rate/ Hr or Day	Estimated Cost									
			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Consultant Cost			\$0.00			\$0.00			\$0.00			\$0.00

7. Contractors and Sub-Grantees (list individually)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
		\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Total Subcontract Cost	\$0.00	\$0.00	\$0.00	\$0.00

8. Financial Assistance payments (rental assistance, security deposits, etc.)	Estimated Cost	Estimated Cost	Estimated Cost
		\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Other Direct Cost	\$0.00	\$0.00	\$0.00

9. Other Direct costs (program rent, utilities, insurance, etc.)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
		\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Direct Cost	\$0.00	\$0.00	\$0.00	\$0.00

10. Other Administrative	Estimated Cost	Estimated Cost
		\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Total Administrative	\$0.00	\$0.00

Grand Total Estimated Costs	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
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Definitions of State of Connecticut HPRP Budgetary Items

Personnel (Direct Labor)	Compensation for personal services is defined as all amounts paid currently or accrued by the organization for services of employees rendered during the period of performance of the HPRP award. Such amounts include salaries and wages as it relates to financial assistance, housing relocation/stabilization and administrative costs for identified staff. Estimated weekly hours, rate per hour and total costs must be identified in budget summary.
Fringe Benefits	<p>Fringe benefits is defined as:</p> <ul style="list-style-type: none"> ▪ regular compensation paid to employees during periods of authorized absences from the job (such as vacation, sick, or military leave); ▪ employer contributions or expenses for social security, health insurance, retirement plans, workers' compensation, short-term or long-term disability, life insurance, health savings account, training, or tuition reimbursement; ▪ provisions for a reserve under self-insurance for unemployment compensation, workers' compensation, or health insurance; ▪ life insurance costs are the costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibility. <p>Fringe Benefits should identify the rate, base and cost.</p>
Travel and Transportation	<p>Domestic travel costs are allowable when directly related to the State award. Such costs must be charged on an actual basis, on a per diem basis, or on mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations. Mileage basis must not exceed the mileage allowance allowed by the IRS.</p> <p>Costs of airplane tickets are allowable provided the organization utilizes the most economical and available seating.</p> <p>International travel costs are not allowable under this program.</p>
Equipment	Equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000.00
Consumable supplies	Consumable supplies mean all tangible personal property other than equipment.
Consultants	<i>Consultant services</i> are defined as paid work performed by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the organization.
Contractors and Sub-grantees	Providers of direct human services. Providers 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.
Financial Assistance Payments	The cost of rental assistance, security and utility deposits, utility payments, moving cost assistance, and motel/hotel vouchers provided directly to third parties on behalf of HPRP participants.
Other Direct costs	Other direct costs mean program rent, utilities, insurance, etc.

Appendix K – Proposal Checklist

Insert in front of each application binder to serve as Table of Contents.

BINDER TAB	✓	ITEM	APPLICANT	SUBCON-TRACTOR
Before Tab A		1. Proposal Cover Sheet (signed by CEO/ED) – <i>Appendix G</i>	X	
		2. Subcontractor Profile (for each subcontractor) – <i>Appendix H</i>		X
A	Program Plan			
		3. Program Plan Narrative covering: Geography Services Populations Client Flow and Intake Housing Linkages Timeline Data	X	
	<u>Program Plan attachment (optional)</u>			
		4. Diagram or chart illustrating organization of program	X	
B	Organizational Capacity			
	<u>Organizational Structure</u>			
		5. Organizational Structure Narrative	X	
		6. Copy of organizational chart	X	
		7. List of board of directors with terms of service	X	
	8. Copy of IRS determination letter of tax-exempt status	X		
C	<u>Financial Management</u>			
		9. Organization's current fiscal year budget	X	
		10. Audited financial statements for past 2 fiscal years	X	
D	<u>Experience and Qualifications</u>			
		11. Experience and Qualifications Narrative	X	X
		12. Letter from each subcontractor describing anticipated involvement and commitment (ED or BD Chair signs)		X
E	Budget			
		13. Budget Form (Financial Summary) – <i>Appendix J</i>	X	X
		14. Budget Narrative	X	X
		15. Leveraged Funds Narrative	X	X

Checklist continued on next page

BINDER TAB	✓	ITEM		APPLICANT	SUBCON-TRACTOR
F		16.	Local Government Certification – Appendix I	X	
G	DSS Required Appendices (submit in Original binder only)				
		17.	Mandatory Terms and Conditions	X	
		18.	Procurement and Contractual Agreements Signatory Acceptance	X	
		19.	Workforce Analysis Form	X	
		20.	Notification to Bidders Form	X	
		21.	Smoking Policy	X	
		22.	Certification Regarding Lobbying	X	
		23.	Gift and Campaign Contribution Certification	X	
		24.	Consulting Agreement Affidavit	X	
		25.	Affirmation of Receipt of State Ethics Laws Summary	X	
		26.	Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban	X	

Have you prepared:

One original binder with original signatures and containing all of the above items?

Seven binders containing all items except those listed under Tab G?