Original Contract Number:	093CHI-HPR-01/09DSS7501EM	
Amendment Number:		
Maximum Contract Value:	$1,318,506.00	
Contractor Contact Person:	Becca Allen	Tel: (203) 401-4400
DSS Contact - Contract:	Tina McGill	Tel: (860) 424-5082
Program:	Brenda Geltzer	Tel: (860) 424-5032

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
HUMAN SERVICE CONTRACT

Contract Summary

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD **State:** CT **Zip:** 06106

Tel#: (860) 424-5699 **hereinafter "the Department",**

hereby enters into a contract with:

Contractor's Name: **COLUMBUS HOUSE, INC.**

Street: **586 ELLA T. GRASSO BOULEVARD**

City: **NEW HAVEN** **State:** **CT** **Zip:** **06519**

Tel#: **(203) 401-4400** **FEIN/SS:** **222511873**

hereinafter "the Contractor", for the provision of services outlined herein in Part I.

Term of Contract	This contract is in effect from **09/08/09** through **09/30/12.**
Statutory Authority	The Department is authorized to enter into this contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes.
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to § 4a-60g of the Connecticut General Statutes.
Effective Date	This contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified above.

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PART I – SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND OTHER PROGRAM-SPECIFIC PROVISIONS

The Contractor shall provide the following specific services for the Homeless Prevention and Rapid Re-housing Program (HPRP) and agree to comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment, and budget. No provisions shall be contained in this Part I that negate, supersede, or contradict any provision of Part II. In the event of such inconsistency between Part I and Part II, the provisions of Part II shall control.

A. DESCRIPTION OF SERVICES:

1. The Contractor shall provide Homeless Prevention and Rapid Re-housing Program (the "Program"), defined as a program to coordinate and deliver housing-based prevention and rapid re-housing services to clients, defined as families and/or individuals at immediate risk of homelessness or who are literally homeless. Services will fill gaps in necessary supports and complement existing services. The program will focus on keeping households that are at risk of homelessness in their housing (prevention) and on moving families and individuals quickly out of emergency shelter and into housing with appropriate supports (rapid re-housing). Financial and support services will be geared toward stabilizing housing and assisting households in accessing mainstream and other services to assist them with long term housing retention.

B. HPRP REQUIREMENTS

1. **HPRP implementation plan.** To ensure successful project implementation and integration with regional partners, the Contractor shall complete the following activities:
   a. Provide the Department with contact information for its HPRP liaison per regional HPRP catchment area;
   b. Program staff must attend mandatory training on HMIS prescreening and assessment tools, CT HPRP 101, and Working with Clients for CT HPRP by October 2009. Appropriate staff must also attend any additional HPRP trainings required by the Department;
   c. Follow training and implementation action plan developed in conjunction with the CT Coalition to End Homelessness (hereinafter referred to as "the Coalition" or "CCEH"); and approved by the Department to ensure contractual compliance with HPRP requirements;
   d. Utilize HPRP pre-screen and application tools developed by the Department and CCEH;
   e. Advise the Department of the number of HMIS user licenses no later than 1 month after contract is executed, and any additional user license information as appropriate;
   f. Respond to all HPRP referrals received from 2-1-1 Housing Plus and regional partners within 48 hours of receipt;
   g. Execute HMIS data sharing agreements and any other memoranda of understanding with all HPRP subcontractors to ensure that client data will be shared and duplication of services will be avoided;
   h. Confer with the Department's Housing Team in planning, preparing and implementing contractual services and advise the Department immediately if contractual expectations will not be met;
   i. Provide quarterly implementation plan to the Department as defined in this **Part I.**
   j. Regional HPRP programs shall be fully operational, no later than December 31, 2009. Reporting requirements to measure and track the Contractor's process shall be identified in this **Part I.**

2. Specific regional HPRP requirements shall be negotiated between the Department and Contractor through action plans, implementation plans and policy transmittals issued by the Department.

3. The Contractor shall identify the HPRP town service area as follows: (e.g. identify town clusters). Program specific addresses shall be identified in Part I, of this contract.

There are two main areas, Greater New Haven and The Valley. Greater New Haven: West Haven, Hamden, North Haven, East Haven, North Branford, Branford, Guilford, and Madison. The Valley: Ansonia, Bethany, Orange, Milford, Derby, Seymour, Shelton, and Woodbridge.

4. Eligibility Criteria: The Contractor shall adhere to HPRP eligibility criteria issued by the Department and identified in the HPRP Program Guide and Policy Transmittal.

5. The Contractor shall establish linkages with HPRP funded municipalities to improve coordination; avoid duplication and enhance the delivery of services to those that are at risk of homelessness or homeless.

6. The Contractor shall leverage existing resources to enhance the services provided by the Contractor.

7. Persons who are disabled, chronically homeless, or otherwise eligible for permanent supportive housing are eligible to receive HPRP assistance through eligible activities. 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. 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.

9. The Contractor, at the request of the Department, with appropriate notice, shall attend the Statewide HPRP Steering Committee to present programmatic updates. .

10. The Contractor shall develop HPRP procedures to govern the application and administration of rental assistance and other forms of financial assistance as well as the provision of homelessness prevention and rapid re-housing services, identified above.

11. The Department shall issue additional requirements, as required by HUD or DSS programmatic requirements by means of an informational transmittal that shall identify, requirements, expectations, deliverable and other contractually required terms.

12. The Contractor shall assure the review and update every client's housing service plan on a quarterly basis as long as the customer continues to receive services through the HPRP service delivery system. The customers' participation in such services shall be documented in their case records and monitored for effectiveness.

13. The Contractor shall assure that an ongoing record of continuing client assessment is maintained, and refer customers to additional support services in response to each customer's continuing assessments.

14. The Contractor shall advise clients that 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

15. DSS Funded programs:

    a. Housing or Residential Services are services or activities designed to assist customers in locating, obtaining, or retaining suitable housing. Such services shall include but are not limited to mediation of landlord/tenant matters and referrals to the Department's Eviction Prevention and Beyond Shelter Programs; and other related information and referral services.

b. Security Deposit Guarantee Program – The Contractor agrees to assist the Department with its Security Deposit Guarantee Program (SDGP). The Contractor shall complete Step 1 of the SDGP if clients are categorically eligible for the program. Step 1 includes the following action activities:

i. Staff shall check the HUT system to determine if the client has had a prior security deposit guarantee within the past 18 months, if not then;

ii. Staff shall check the Department's Eligibility Management System (EMS) to see if the client is categorically income eligible, meaning the client is receiving, Medicaid, Supplemental Nutrition Assistance Program, TFA, Diversion Assistance, or Aid to the aged, blind or disabled. If the client is not receiving any of the above entitlements, they must meet the 150% of the Federal Poverty level. They do not need to show proof of income; however, they will need to bring documented proof to the DSS office before DSS will be able to approve the security deposit guarantee. If they meet one of these income guidelines then;

iii. Staff shall explain all applicable documentation associated with the SDGP to clients and provide them with an intake package. Staff shall highlight areas that a landlord must initial and sign on the applicable paperwork. The intake package contains the following forms:

Security Deposit Program Tenant Information form: (W-373)
Security Deposit Program Tenant Responsibilities (W-371)
Security Deposit Program Landlord Information Form (W-276)
Security Deposit Program Written Agreement to Landlord (W-604)
Security Deposit Program Tenant Inspection Form (W-374)
If the client has verified eligibility with documentation the can be given a Certificate of eligibility (W-605)

iv. Staff shall restate that it is the client's responsibility to return the completed, above referenced documents to their local DSS Office for final approval and note the Contractor's staff name and location on the SDGP checklist. Staff shall request that the client advise them of the date that the completed documentations were provided to the local DSS office and cannot exceed 60 days from the receipt of the intake packet. . Client file shall be updated as appropriate.

v. The Department shall make every effort to process all complete SDGP documentation within four (4) business days. A copy of the approval or denial letter for the client shall be forwarded to the Contractor.

C. Homelessness Prevention and Rapid Re-Housing Services:

i. Client selection criteria: The Contractor shall serve clients who fulfill the eligibility criteria as identified below. The Contractor must meet, at a minimum, the following requirements associated with client selection:

(a) Contractor must provide screening services or/and accept referrals from a referring agency who has provided screening services utilizing the DSS approved **HPRP pre-screen Tool.** Once potential eligibility is determined, the Contractor will use the DSS approved **HPRP application tool** to determine eligibility and further barriers and services needed.

(b) Regional HPRP programs will make HPRP assistance available to households (e.g. both single individuals and families), but should plan to target approximately 65% of the assistance to families

(c) All program participants must have incomes at or below 50% of area median income. Programs will be responsible for verifying the income of program participants every three months during the term of assistance.

ii. The Contractor agrees to provide clients with the following services as needed:

(a) Rental assistance of up to 18 months is tenant based and targeted to allow clients to remain in their homes or to obtain and remain in rental units they select. Rental assistance may be made to third parties only and not directly to clients. Third party is defined as an individual or entity that that owns/manages the leased property. Rental assistance (short term and medium term) assistance shall be paid to the third party based upon the terms of the lease; however no penalties and/or late fees associated with payment of rental assistance shall be allowed.

(b) Short term rental assistance, which may not exceed rental costs accrued over 3 months.

(c) Medium-term rental assistance, which may not exceed rental costs accrued over 4-18 months.

(d) Up to 6 months back rent may be paid; this counts against the 18 month maximum.

(e) 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. The Contractor shall be required to develop procedures to govern the application and administration of rental and financial assistance to clients.

(f) Inspection of assisted units by the contractor is required annually and upon change of tenancy. Subsidized housing units must meet HUD Habitability Standards. 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. HUD Habitability Standards are identified in the HPRP program guide issued by the Department.

(g) Housing units occupied by HPRP-assisted families with children must comply with requirements of the Federal Lead Based Paint Poisoning Prevention Act.

(h) Any individual or family receiving rental assistance must have at least an initial consultation with a case manager to determine need.

(i) 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.

(j) 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 Contractor will be able to access (at no cost) for compliance determinations.

(k) A lease must be in place and the client must be a named party on the lease.

(l) The subsidy administrator, (e.g. the contractor or identified subcontractor in Section I), must verify ownership of the property. The assisted property must not be owned by the contractor or a subcontractor or by the parent, subsidiary, or affiliated organization of the contractor.

(m) Security and utility deposits: The Contractor shall provide security and utility deposits to clients, in conjunction with other subsidies provided by federal, state, or local housing subsidy programs as long as it is covering separate cost types.

(n) Contractors 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 or www.211ct.org.

(o) Moving cost assistance: (Prevention with relocation, Rapid Re-housing) Reasonable moving costs are allowed and examples of such are as follows: truck rental, moving company expenses, short term storage fees for up to 3 months.

(p) 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)

iii. **Housing relocation and stabilization services** The Contractor shall provide housing relocation and stabilization services to assist clients in maintain housing stability. Services shall include but not be limited to the following activities:

(a) Housing search and placement services, such as tenant counseling, representative payee services with respect to housing costs, and mediation and outreach to landlords

(b) Outreach and engagement to potential recipients of assistance

(c) Develop housing and service plans, with appropriate client follow-up

(d) Case management services based upon housing and service plans, identified above

(e) Service coordination

(f) Monitor and evaluate program participant progress toward stabilization

(g) Legal services to help people stay in their housing. Legal services related to mortgages **are not** eligible.

(h) Credit repair services and services designed to assist participants with critical skills related to household budgeting, money management, accessing free personal credit report, and resolving personal credit issues.

D. Homelessness Prevention (only)

i. **Client selection criteria:** The Contractor shall serve clients who fulfill the following criteria:

(a) The household must still be housed but at risk of homelessness and meet both of the following circumstances: 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.

(b) The individual or family must be experiencing at least one of the following risk factors: eviction, threat of eviction from landlord, living in an overcrowded "doubled up" situation and have been given a deadline for moving out, the building they are living in is being condemned, domestic violence, experiencing a sudden and significant income loss, sudden and significant utility or medical expense increase, discharge from an institution from which they have been a resident for more than 180 days, reunification with a child in DCF placement, living in hazardous conditions(requires a visual inspection).

(c) Population served: The Contractor shall serve at least 95 families and at least 45 individuals during the contract period. At least 65% of people served by the Contractor shall be families defined as at least one adult and one dependent child under the age of 18.

ii. The Contractor agrees to provide the following activities that support the services described above:

(a) Verification of program participants every three months during the term of assistance.

(b) Assist clients in seeking legal resources for eviction prevention

(c) Identify participant landlords, discuss lease compliance and landlord/tenant needs and facilitate effective communication and problem-solving for landlords and tenants;

(d) Provide information and referrals to participating families for needed services such as, but not limited to: food, clothing, clinical counseling, family strengthening, and financial counseling;

E. RAPID RE-HOUSING (only)

i. Client selection criteria: The Contractor shall serve clients who fulfill the following criteria:

(a) The household is literally homeless and meets both of the following circumstances: 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.

(b) The individual or family must meet one of the following criteria in order to be considered literally homeless: sleeping in an emergency shelter, sleeping in a place not meant for human habitation, discharged from an institution they were in for up to 180 days but was sheltered or unsheltered prior to entry, graduating or timing out of a transitional living program or experiencing domestic violence.

(c) Population served: The Contractor shall serve at least 100 families and at least 60 individuals. At least 65%of people served by the Contractor shall be families defined as at least one adult and one dependent child under the age of 18.

ii. The Contractor agrees to provide the following activities that support the services described above:

(a) Verify the income of program participants every three months during the term of assistance.

(b) Housing search and placement - assisting participants in locating, obtaining and retaining housing by using the following services and resources: tenant counseling, helping participants understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities and mediation and outreach to property owners related to locating or retaining housing

(c) 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.

(d) Case management - arrangement, coordination, monitoring, and delivery of services related to the housing needs of program participants and helping them maintain housing stability: counseling, developing, securing and coordinating services, monitoring and evaluating participant's progress and assuring the rights of participants are protected

(e) Develop a housing service plan with each enrolled family and individual to identify their housing needs, to identify their barriers to accessing housing, and to develop goals to address those barriers.

(f) Review and update the housing service plan at least quarterly. The Contractor shall maintain case notes as an on-going record of services provided and achievement of goals;

(g) Provide services as referred in Section A.1a and A.1.c to an eligible client and landlord to secure and retain their housing for a period not to exceed the eighteen months from the date permanent housing was accessed. The Contractor shall discharge or exit the client from the program at the end of eighteen months or sooner depending upon when HPRP services end.

F. PROGRAM ADMINISTRATION (Lead Agency):

1. The Contractor shall staff the program with the following positions:

   Supportive Housing Manager - 1 FT @ 2 hrs./week (.05 FTE)
   HPRP Case Manager - 1 FT @ 37.50 hrs./wk (1.0 FTE)
   Quality Assurance Technician - 1 FT @ 8 hrs./wk (.2 FTE)
   Business Director - 1 PT @ 2.4 hrs./wk (.075 FTE)
   Accounting & Reporting Manager - 1 PT @ 1.7 hrs/wk (.05 FTE)

2. **Address/Hours of Service:** The Contractor will provide Program services at 586 Ella T. Grasso Boulevard, New Haven, CT 06519. The hours of services will be from 8:00AM to 4:30PM and after hours or on weekends as necessary.

3. **Address of Administrative Office:** The Contractor's administrative office is located at 586 Ella T. Grasso Boulevard, New Haven, CT 06519.

4. The Contractor will convene Board of Directors meetings at least 3 times during the contract period, annually.

5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within ten days of receipt of such request.

G. PROGRAM EVALUATION:

1. The Contractor agrees to conduct an annual self-assessment. The Contractor's Board of Directors will annually monitor the Program to assess goals, progress, and effectiveness and will make a report with recommendations to the Contractor's program staff. The report will be made available to the Department's Program representative at the time of the annual Department on-site review. Clients will participate in the Program's evaluation process by completing the Contractor's service satisfaction surveys. The Contractor will include a summary of such surveys completed in the evaluation report described herein.

H. QUALITY ASSURANCE COMPLIANCE:

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other State Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

2. The performance of the Contractor, any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, service logs, fiscal data, desk reviews of reports, data integrity logs and reports, system reports, other documents and reports, a meeting(s) with Contractor staff and/or clients and Board members. Site visits will be conducted at funded facilities and program sites administered by the Contractor

I. CLIENT-BASED OUTCOMES AND MEASURES AND DATA COLLECTION:

1. The Contractor will implement the Program and services described herein to result in the following outcomes on behalf of the clients in the Program. Such outcomes will be measured the in manner described herein and documented in the client case records. The Department will monitor outcome results achieved pursuant to these terms and conditions.

   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. 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.

   b. 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.

   c. The data to be collected by regional programs will be driven by HUD requirements and by the outcomes. Based on HUD information, the primary data to be collected will include the following:

Client-level data

i. Unduplicated individuals and families served, including:
ii. Program entry/exit date
iii. Demographics (date of birth, social security number, ethnicity, race, gender, education, veteran status, disabling condition, family composition, unique household identifier)
iv. HPRP eligibility factors
v. Housing barriers
vi. Residence prior to program entry (type, length of stay, subsidy type), zip code of last permanent address
vii. Homeless status at program entry
viii. Income and sources, non-cash benefits- verification history for every 3 months
ix. Housing cost burden (rent, utilities)
x. Destination, tenure and subsidy type

xi. Assistance provided - Referrals made and services received
xii. Prevention (in place or with relocation) or Rapid re-housing
xiii. Financial assistance (start/end date, type and amount)
  (a) Security deposits – DSS program or HPRP program
  (b) Motel vouchers
  (c) Rental subsidies – amount and duration
xiv. Housing relocation and stabilization services (start/end, type)
xv. Connections to mainstream resources
xvi. Housing inspection and rent reasonableness verification
xvii. Housing outcomes of persons served (at exit)

Data must be entered into HMIS no more than one business days after completion of the HPRP pre-screen and/or application tools, respectively. Service usage information in HMIS must be updated for each client no later than the 10th of each month for the previous month's services

2. **Outcome**: Individuals and/or families will retain original housing (if it is safe)

   a. **Measure 1:** At least 90% of clients receiving services under this contract will retain original housing for 3 months.

   b. **Measure 2:** At least 95% of clients receiving services under this contract will retain original housing for 6 months.

   c. **Measure 3:** 100% of clients receiving services under this contract will retain original housing for 12 months.

3. **Outcome**: Prevention of entry into shelter

   a. **Measure 1:** 85% of assisted households did not enter the shelter system within 12 months

4. **Outcome**: Placement into decent, safe housing (if must move)

   a. **Measure 1**: 100% of households receiving relocation or rehousing services entered permanent housing that meets HUD HPRP standards

5. **Outcome**: Increased connections to mainstream resources

   a. **Measure 1**: 90% of assisted households will have increased connections to mainstream services

6. **Outcome**: Re-housing will be rapid

   a. **Measure 1**: 100% of households will be re-housed within 45 days of program intake

A 5% statistical variance from the outcome measures listed above is acceptable.

J. FEDERAL REQUIREMENTS:

1. In addition to Part II of this contract, the State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal 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 State shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from United States Department of Health and Human Services) in accordance with its instructions.

2. If Federal Block Grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively-approved block grant plan, as provided by Connecticut General Statues §4-28b.

3. If Federal block grant funding is appropriated to this contract, the following information must be provided:

   Federal Funding has been provided for this contract as follows:
   Catalog of Federal Domestic Assistance (CFDA) Title: Homelessness Prevention and Rapid Re-Housing Program (HPRP)
   CFDA Number: 14.257
   Award Name: Homelessness Prevention and Rapid Re-Housing Program (HPRP)
   Award Number: S-09-DY-09-0001
   Award Year: 2009
   Research and Design: No
   Name of Federal Agency Awarding: Housing and Urban Development (HUD)

4. Within thirty (30) days of the execution of the contract, the Contractor shall obtain and provide the Department a DUNS number. To obtain a DUNS number, the Contractor can click on the following link: http://fedgov.dnb.com/webform

K. HOMELESS MANAGEMENT INFORMATION SYSTEM REQUIREMENTS

1. **Homeless Management Information System (HMIS)** is an electronic data collection system that stores client-level information about homeless persons who access the homeless service system. Service-Point is a web-based system utilized by the Contractor to maintain and track client level demographics, services and outcome data. The Department authorizes the Contractor to utilize HMIS for data entry and submission of reporting requirements associated with HMIS and Department reporting requirements. Departmental requirements associated with HMIS shall be described herein and may be altered or added to through written notification by the Department.

2. **Universal Data Elements** – Universal Data Elements are identified in the Connecticut Coalition to End Homelessness's (hereinafter referred to as 'CCEH') HMIS Data and Technical Standards, as required by US Department of Housing and Development (hereinafter referred to as 'HUD'). HMIS Data and Technical Standards shall include but not be limited to standardized information on the characteristics, service patterns and service needs of homeless persons and families. The Contractor shall adhere to the Data and Technical Standards when entering data into their identified HMIS system.

3. The Contractor shall utilize HMIS, Universal Data Elements and client level data for data collection purposes, as identified above, which shall allow the Contractor to efficiently provide customers with access to services as well as capture unduplicated counts. To accomplish the goal of obtaining an unduplicated count of persons residing in the Region, the Contractor shall:

    a. Use Service-Point for data entry and client tracking purposes;

    b. Contact identified technical assistance provider(s) to provide technical assistance when issues arise associated with HMIS. Technical assistance shall be, but not limited to the follow forms of support: user support, system maintenance, staff training, data integrity questions, troubleshooting, etc.;

    c. Enter all client level data thoroughly including all referrals and HPRP services provided as listed above.

    d. Develop policies and procedures for the Contractor's staff, which articulate how the HMIS system should be used, its data collection purposes, reporting requirements and method of random sampling to ensure system compliance;

    e. Ensure proper data collection through Service-Point;

    f. Attend required training, as appropriate;

    g. Adhere to the standards issued above, and additional standards as they relate to the provision of contracted services, and as they may be provided in a policy transmittal prepared by the Department and provided to the Contractor following the execution of this contract; and

    h. If the Contractor choose to utilize another Homeless Management Information System in place of Services Point, it is the Contractor's responsibility to obtain user licenses, system training and other activities associated with system functionality and contractual deliverables referenced in **Part I Sections A, B and C** above.

L. SUBCONTRACTED SERVICES: In addition to Part II, of this contract:

1. The Contractor agrees to submit an agreement of services for each of the following subcontracts to the Department no later than October 31, 2009:

    a. The Contractor agrees to subcontract the Program services described in Part I of this contract to **New Haven Home Recovery** located at **153 East Street, Suite 300, New Haven, CT 06511,** in an amount not to exceed **$265,802.00** for the entire contract period **9/8/09 through 9/30/12.**

    b. The Contractor agrees to subcontract the Program services described in Part I of this contract to **Community Mediation,** located at **32 Elm Street, New Haven, CT 06511,** in an amount not to exceed **$297,908.00** for the entire contract period **9/8/09 through 9/30/12.**

    c. The Contractor agrees to subcontract the Program services described in Part I of this contract to **Team, Inc,** located at **30 Elizabeth Street, Derby, CT 06418,** in an amount not to exceed **$430,180.00** for the entire contract period **9/8/09 through 9/30/12.**

2. The Contractor agrees to submit all proposed subcontracts to the Department for its review and approval prior to executing any subcontracts for direct human services covered under this agreement.

3. The Contractor agrees that their subcontracts shall, at minimum, contain the following provisions:

   a. A clear delineation of the responsibilities of the Contractor and subcontractor;

   b. The range of services, activities and tasks to be performed by the subcontractor;

   c. How the range of services, activities and tasks to be performed by the subcontractor will be carried out;

   d. The procedures the Contractor shall employ in order to measure the value of the services performed by the subcontractor;

   e. The effective date and duration of the agreement, any termination and renewable options;

   f. Compliance with reporting requirements as stated herein;

4. Any subcontract shall contain terms that require the subcontractor to 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; that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees of the State, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the State of the Contractor's annual financial audit.

5. The Contractor agrees to be responsible to the Department for the performance of said subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.

M. PROGRAMMATIC/STATISTICAL REPORTING:

1. The Contractor agrees to collect data from HPRP clients through HMIS. The Contractor shall submit to the Department **quarterly** system-generated reports (required HPRP CT and HUD) from data collected through HMIS. The reporting period for submission of required reports are identified below;

Name of Report	Reporting Period	Due Date
Initial Performance Report	September 8, 2009 – September 30, 2009	October 5, 2009
Quarterly Performance Report (HUD)	October 1, 2009 – December 31, 2009	January 5, 2010
	January 1, 2010 – March 31, 2010	April 5, 2010
	April 1, 2010 – June 30, 2010	July 5, 2010
	July 1, 2010 – September 30, 2010	October 5, 2010
	October 1, 2010 – December 31, 2010	January 5, 2011
	January 1, 2011 – March 31, 2011	April 5, 2011
	April 1, 2011 – June 30, 2011	July 5, 2011
	July 1, 2011 – September 30, 2011	October 5, 2011
	October 1, 2011 – December 31, 2011	January 5, 2012
	January 1, 2012 – March 31, 2012	April 5, 2012
	April 1, 2012 – June 30, 2012	July 5, 2012
	July 1, 2012 – September 30, 2012	October 5, 2012
Annual Performance Report (HUD)	September 8, 2009 – September 30, 2010	November 15, 2010
	October 1, 2010 – September 30, 2011	November 15, 2011

	October 1, 2011 – September 30, 2012	November 15, 2012
Quarterly CT HPRP Report - DSS	October 1, 2009 – December 31, 2009 January 1, 2010 – March 31, 2010 April 1, 2010 – June 30, 2010 July 1, 2010 – September 30, 2010 October 1, 2010 – December 31, 2010 January 1, 2011 – March 31, 2011 April 1, 2011 – June 30, 2011 July 1, 2011 – September 30, 2011 October 1, 2011 – December 31, 2011 January 1, 2012 – March 31, 2012 April 1, 2012 – June 30, 2012 July 1, 2012 – September 30, 2012	January 31, 2010 April 30, 2010 July 31, 2010 October 31, 2010 January 31, 2011 April 30, 2011 July 31, 2011 October 31, 2011 January 31, 2012 April 30, 2012 July 31, 2012 October 31, 2012
Annual CT HPRP Report - DSS	September 8, 2009 – September 30, 2010 October 1, 2010 – September 30, 2011 October 1, 2011 – September 30, 2012	November 30, 2010 November 30, 2011 November 30, 2012

The Contractor shall submit such required system-generated reports in a format outlined in a future policy transmittal.

2. The Contractor shall submit a quarterly narrative report within **thirty (30)** days of the end of each quarter. This narrative report will be provided by the Department and will include, at a minimum: number of jobs created and/or maintained through HPRP funding; number of trainings attended; outreach activities; interventions, outcomes and follow-up; technical assistance needs, etc. The Department shall identify additional reporting elements, as required by HUD and/or departmental needs. The final narrative report is due within **thirty (30)** days following the end of the entire contract period. This will follow the same schedule as above: Quarterly CT HPRP Report-DSS due dates.

3. The Contractor Implementation Plan shall be submitted no later than September 30, 2009. Subsequent implementation plan updates shall be submitted according to the below scheduled:

FFY 2010 Reporting Period	**Due no later than**
October 1, 2009 – December 31, 2009	January 1, 2010
January 1, 2010 – March 31, 2010	April 30, 2010
April 1, 2010 – June 30, 2010	July 31, 2010
July 1, 2010 – September 30, 2010	October 30, 2010
FFY 2011 and 2012 Report Period	**Due no later than**
October 1, 2010 – March 31, 2011	April 30, 2011
April 1, 2011 – September 30, 2011	October 31, 2011
October 1, 2011 – March 31, 2012	April 30, 2012
April 1, 2012 – September 30, 2012	October 1, 2012

4. **Report Submissions** – The Contractor shall submit all reports electronically to the DSS Program Representative located at Community Services Division, 10th Floor, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106 at the following e-mail address: DSS.Community.Services@ct.gov

N. FINANCIAL REPORTING:

1. The Contractor shall submit to the Department quarterly fiscal reports on **DSS-HPRP-305** and **DSS-HPRP-304** forms due to the Department's Program representative within **thirty (30)** days following the end of each quarterly period. The final fiscal report is due within **forty-five (45)** days following the end of the entire contract period.

Reporting Period	Due no later than
September 8, 2009 – December 31, 2009	January 1, 2010
January 1, 2010 – March 31, 2010	April 30, 2010
April 1, 2010 – June 30, 2010	July 31, 2010
July 1, 2010 – September 30, 2010	October 30, 2010
October 1, 2009 – December 31, 2009	January 1, 2011
January 1, 2011 – March 31, 2011	April 30, 2011
April 1, 2011 – June 30, 2011	July 31, 2011
July 1, 2011 – September 30, 2011	October 30, 2011
October 1, 2011 – December 31, 2011	January 31, 2012
January 1, 2012 – March 31, 2012	April 30, 2012
April 1, 2012 – June 30, 2012	July 31, 2012
July 1, 2012 – September 30, 2012	November 15, 2012

2. The Contractor shall submit such required financial reports to the Department's Program representative located at Community Services Unit, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106.

3. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Quarterly Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

O. BUDGET AND PAYMENT PROVISIONS:

1. The Department agrees to pay for the services provided and as described under this contract at an amount not to exceed $1,318,506.00 for the contract period, September 8, 2009 through September 30, 2012.

2. The Contractor agrees to utilize Department funds in accordance with the budgets contained herein.

3. The Contractor shall maintain separate and stand alone fund group(s) that will not be comingled with other existing programs. Each ARRA program will be accounted for separately within the fund group in individual series, cost center and accounts ensure transparency for accounting and audit purposes.

4. The Contractor will submit to the Department a written request for payment on a quarterly basis. Each payment request must be submitted on a **DSS W-1270** Form to the Department's Program representative located at located at Community Services Unit, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of quarterly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of the contract. Upon execution of the contract, the Department shall issue the 1st payment to cover the period September 8, 2009 – December 31, 2009.

5. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.

6. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new contract period if a new similar contract is executed.

P. PROVISIONS RELATING TO EXPENDITURES:

1. Expenditures shall be defined as expenses incurred by the Contractor, on an accrual basis, in delivering the services described in Part I herein, and in categories that the Department has agreed to pay.

2. The Contractor's expenditures may vary in the amount per category from those set forth in the approved budget, provided that such variance does not materially change the services described in this Part I. The Contractor may not vary the category of expenditures set forth in the approved budget absent the Department's written approval in accordance with the procedure outlined below.

3. During the term of the contract, the Contractor shall notify the Department of the categories of and actual expenditures made under the contract in accordance with the above.

4. The Contractor shall maintain records sufficient to report the expenditures made under the contract and shall, if requested, provide such records to the Department.

5. The Contractor may allocate expenditures such as administrative and general, rent, utilities, etc., under the contract provided that:

    a. such allocated expenditures were included by category in the budget, and

    b. the procedure for allocation is reasonable and does not unfairly burden the Department with expenditures properly applied to services beyond those needed to deliver services described in this Part I.

6. The Department shall conduct a review of expenditures at the conclusion of year 2 of the contract. If it is deemed that the contractor will not expend the full contract amount, the Department may reduce the contract amount to match the projected spending level for the final year.

Q. BUDGET VARIANCE:

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in this contract for a single component without prior notification of the Department under the following conditions:

    a. The amount by which a single category may be increased may not exceed **15%** of the approved amount or **$1,500.00** whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.

    b. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.

    c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.

d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.

e. All such transfers will be reflected on the next submitted financial report.

2. The Department requires the following changes in approved Program budgets to have prior written Department approval by a formal budget revision and/or formal contract amendment:

a. The purchase of an item of equipment not approved in the original budget.

b. A transfer that involves an increase of an approved category amount by more than **15%** or **$1,500.00** whichever is greater.

c. Any increase in compensation for services under a third party contract.

d. Any transfers of funds from one component to another.

e. Any transfer of budgeted Program income or food reimbursement.

3. The Department will respond to a properly executed request within 30 days of receipt.

4. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance.

R. TERMINATION:

1. This Contract may be subject to the following termination provisions. The Contract may be terminated by the State:

a. For Convenience

b. For Financial Instability

2. All notices of termination as defined in the subsections below shall be signed by the Contract Administrator, shall specify a date of termination and shall be delivered to the Contractor no less than 60 days prior to the specified date of termination.

3. **Termination for Convenience:**

a. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.

b. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested or via email, read receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

4. **Termination for Financial Instability:**

   a. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.

   b. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, or via email, read receipt requested, specifying the date of termination.

   c. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.

5. **Procedure for Termination:** In addition to the requirements set forth in this contract, upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

   a. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

   b. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

   c. Complete the performance of the work that has not been terminated by the Notice of Termination.

   d. Be entitled to payment for services rendered through the effective date of termination.

S. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions:** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

2. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

3. **Contract Reduction:** The Department reserves the right to reduce the maximum contract value at any time prior to the natural expiration of the contract, particularly in the event of underexpenditure. Such reduction may be conveyed by letter from the Department to the Contractor.

4. **Optional Contractor Activities:** In addition, the Contractor may either be asked by the Department, or may request permission of the Department, to conduct optional activities. Activities requested by the Department may include those required by new or amended federal or state laws or regulations, quality-related projects, or expansion of current activities that the Department identifies following the execution of this contract. Activities requested by the Contractor may include surveys, outreach, or case management services that, consistent with the purpose of this contract, would improve the access to and the quality of services the Contractor provides. The following processes shall apply for the duration of this contract with regard to proposed activities that are not included in this contract's Scope of Work.

   a. If the Department desires the Contractor to do a new activity that is not included within the Scope of Work, it shall inform the Contractor in writing of the desired new activity through a written request for a Change Order.

      i. As soon as possible after receipt of a written Change Order request from the Department, but in no event more than five (5) business days thereafter, the Contractor shall advise the Department in writing that either: a) the new activity can be done with no additional cost to the Department; or b) if there is a cost impact, a description of the approximate cost involved in conducting the new activity and also the timeframe within which the activity could reasonably be completed.

      ii. At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed new activity.

      iii. Based on its cost estimate and any collaborative planning with the Department, the Contractor will submit a Project Proposal that includes a budget for the new activity and a schedule and timetable of deliverables for the Department's review and approval.

      iv. If the activity proposed by the Department can be completed at no additional cost to the Contractor and the Department approves the Contractor's project proposal, the Department will issue a written Change Order that authorizes the new activity

      v. If the activity proposed by the Department has a cost impact but the Department has sufficient funds to cover these additional costs, the Department will issue a written Change Order that, consistent with the Contractor's Project Proposal as amended by mutual agreement of the parties, authorizes the new activity and increases the total amount of funds available in this contract.

      vi. If the new activity has significant costs that require authorization from the State of Connecticut's Office of Policy and Management, the Department shall secure such authorization prior to the execution of the Change Order so that additional funds can be allocated to the amended contract.

   b. If the Contractor identifies a special project that can be conducted at no additional cost to the Department and that is consistent with the goals of this contract, the Contractor shall send the Department a brief description of the purposes, methods, and use of the additional analyses or reports, and the names and qualifications of collaborators in the project (if any).

c. Any written change orders issued by the Department shall specify whether the change is to be made on a certain date or become effective only after approval of the Contractor's proposal as described above, provided that the Contractor shall not be required to perform activities outside the contract's Scope of Work that require additional funding until such funding is approved. No changes in the contract's Scope of Work are to be conducted except with the written approval of the Department's Contract Administrator or his/her designee.

i. At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed special project.

ii. If the Department approves the special project, it will provide the Contractor with a written approval for the use of the data for this specific purpose. All efforts will be made to act on a request for a no-cost special project in a timely manner

State of Connecticut Homeless Prevention and Rapid Re-Housing — **Summary - Year 1-3**

Budget Summary
Agency Name: COLUMBUS HOUSE, INC
HPRP Program Name: REGION II SOUTH HPRP

Insert data in shaded cells only

	Financial Assistance			Services Hsg Relocation/Stabilization			Administrative Costs (not to exceed 3% of grant)			Total HPRP		
1. Personnel (Direct Labor)	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total
Supportive Housing Manager	0.00	$0.00	$0.00	85.78	$24.04	$2,062.00	0.00	$0.00	$0.00	85.78	$24.04	$2,062.00
HPRP Case Manager	0.00	$0.00	$0.00	2,802.89	$16.83	$47,164.00	0.00	$0.00	$0.00	2,802.89	$16.83	$47,164.00
Quality Assurance Technician	1,202.40	$24.94	$29,990.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	1,202.40	$24.94	$29,990.00
Executive Director	0.00	$0.00	$0.00	0.00	$0.00	$0.00	187.26	$52.22	$9,778.00	187.26	$52.22	$9,778.00
Programs Director	0.00	$0.00	$0.00	0.00	$0.00	$0.00	187.20	$45.00	$8,424.00	187.20	$45.00	$8,424.00
Business Director	0.00	$0.00	$0.00	0.00	$0.00	$0.00	149.76	$50.13	$7,507.00	149.76	$50.13	$7,507.00
Acctg & Reporting Mgr	0.00	$0.00	$0.00	0.00	$0.00	$0.00	168.68	$27.39	$4,621.00	168.68	$27.39	$4,621.00
	0.00	$0.00	$0.00		$0.00	$0.00	0.00	$0.00	$0.00	0.00		$0.00
Total Personnel			$29,990.00			$49,226.00			$30,330.00	4,783.97		$109,546.00
$688,104												

2. Fringe Benefits	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Estimated Cost
Grp Medical, Dental, Life & Disability Ins	18%	$9,997.00	$5,438.03	15%	$19,691.00	$8,722.44	17%	$10,021.00	$5,176.07	18%	##########	$19,336.55
Payroll Taxes	8%	$9,997.00	$2,521.17	7%	$19,691.00	$4,243.30	9%	$10,021.00	$2,711.50	9%	##########	$9,475.97
Workers Comp	3%	$9,997.00	$867.71	2%	$19,691.00	$1,424.55	3%	$10,021.00	$879.57	3%	##########	$3,171.83
Retirement	1%	$9,997.00	$299.91	1%	$19,691.00	$590.73	2%	$10,021.00	$453.65	1%	##########	$1,344.29
		$0.00	$0.00	0%	$0.00	$0.00		$0.00	$0.00			$0.00
		$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00			$0.00
Total Fringe Benefits			$9,126.82			$14,981.02			$9,220.80			$33,328.64

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
Vehicle Lease expense			$0.00	27	$61.19	$1,652.22			$0.00	27.00	$61.19	$1,652.22
Vehicle fuel & maintenance			$0.00	27	$30.14	$813.78			$0.00	27.00	$30.14	$813.78
			$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			$2,466.00			$0.00			$2,466.00

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: COLUMBUS HOUSE, INC

6. Consultants (list individually)	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost
New Haven Legal Assistance Assoc.	110	$120.00	$13,200.00	0	$0.00	$0.00		$0.00	$0.00	$110.00		$13,200.00
		$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			$13,200.00			$0.00			$0.00			$13,200.00

7. Contractors and Sub-Grantees (list individually)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
TEAM, Inc.	$210,104.00	$105,017.40	$0.00	$315,121.40
Community Mediation, Inc.	$56,496.00	$32,877.89	$0.00	$89,373.89
New Haven Home Recovery, Inc	$55,082.00	$24,652.29	$0.00	$79,734.29
	$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	$321,682.00	$162,547.58	$0.00	$484,229.58

8. Financial Assistance payments (rental assistance, security deposits, utlity payments, motel vouchers)	Estimated Cost	Estimated Cost	Estimated Cost
Rental Assistance (to Singles)	$44,000.00	$0.00	$44,000.00
	$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	$44,000.00	$0.00	$44,000.00

9. Other Direct costs (program rent, utilities, insurance, etc.)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
Telephone	$0.00	$939.00	$0.00	$939.00
Insurance	$0.00	$226.00	$0.00	$226.00
Data Processing	$0.00	$169.00	$0.00	$169.00
	$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	$1,334.00	$0.00	$1,334.00

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

Grand Total Estimated Costs	$417,998.82	$230,554.60	$39,550.80	$688,104.22
	60.7%	33.5%	5.7%	100.0%

State of Connecticut Homeless Prevention and Rapid Re-Housing

Year 1

Budget Summary

Insert data in shaded cells only

Agency Name: COLUMBUS HOUSE, INC
HPRP Program Name: REGION II SOUTH HPRP

	Financial Assistance			Services Hsg Relocation/Stabilization			Administrative Costs (not to exceed 3% of grant)			Total HPRP		
1. Personnel (Direct Labor)	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total
Supportive Housing Manager		$0.00	$0.00	34.32	$24.04	$825.00		$0.00	$0.00	34.32		$825.00
HPRP Case Manager		$0.00	$0.00	1,121.18	$16.83	$18,866.00		$0.00	$0.00	1,121.18		$18,866.00
Quality Assurance Technician	400.81	$24.94	$9,997.00			$0.00		$0.00	$0.00	400.81		$9,997.00
Executive Director		$0.00	$0.00		$0.00	$0.00	60.73	$52.22	$3,171.00	60.73		$3,171.00
Programs Director		$0.00	$0.00		$0.00	$0.00	62.40	$45.00	$2,808.00	62.40		$2,808.00
Business Director		$0.00	$0.00		$0.00	$0.00	49.91	$50.13	$2,502.00	49.91		$2,502.00
Acctg & Reporting Mgr		$0.00	$0.00		$0.00	$0.00	56.22	$27.39	$1,540.00	56.22		$1,540.00
		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	0.00		$0.00
Total Personnel			$9,997.00			$19,691.00			$10,021.00	1,785.57		$39,709.00
	$461,927											

												Estimated
2. Fringe Benefits	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost
Grp Medical, Dental, Life & Disability Ins	18%	$9,997.00	$1,820.45	18%	$19,691.00	$3,585.73	18%	$10,021.00	$1,824.82			$7,231.01
Payroll Taxes	9%	$9,997.00	$893.73	9%	$19,691.00	$1,760.38	9%	$10,021.00	$895.88			$3,549.98
Workers Comp	3%	$9,997.00	$289.91	3%	$19,691.00	$571.04	3%	$10,021.00	$290.61			$1,151.56
Retirement	2%	$9,997.00	$149.96	2%	$19,691.00	$295.37	2%	$10,021.00	$150.32			$595.64
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
Total Fringe Benefits			$3,154.05			$6,212.51			$3,161.63			$12,528.19

			Estimated			Estimated			Estimated			Estimated
3. Travel and Transportation	quantity - miles,days , items	rate per mile/diem	Cost	quantity - miles,days, items	miles, days, items	Cost	quantity - miles,days , items	rate per mile/diem	Cost	quantity - miles,days, items	rate	Cost
Vehicle Lease expense			$0.00	12	$62.42	$749.06			$0.00	12.00		$749.06
Vehicle fuel & maintenance			$0.00	12	$30.75	$368.94			$0.00	12.00		$368.94
			$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			$1,118.00			$0.00			$1,118.00

			Estimated			Estimated			Estimated			Estimated
4. Equipment	Quantity	Unit Cost	Cost	Quantity	Unit Cost	Cost	Quantity	Unit Cost	Cost	Quantity	Unit Cost	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 — **Year 1**

Budget Summary
Agency Name: COLUMBUS HOUSE, INC

Insert data in shaded cells only

6. Consultants (list individually)	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost
New Haven Legal Assistance Assoc.	128.33	$120.00	$15,400.00		$0.00	$0.00		$0.00	$0.00	$128.33		$15,400.00
		$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			$15,400.00			$0.00			$0.00			$15,400.00

7. Contractors and Sub-Grantees (list individually)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
TEAM, Inc.	$95,175.00	$55,388.00	$0.00	$150,563.00
Community Mediation, Inc.	$65,910.00	$38,356.89	$0.00	$104,266.89
New Haven Home Recovery, Inc	$64,263.00	$28,770.70	$0.00	$93,033.70
	$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	$225,348.00	$122,515.59	$0.00	$347,863.59

8. Financial Assistance payments (rental assistance, security deposits, utlity payments, motel vouchers)	Estimated Cost	Estimated Cost		Estimated Cost
Rental Assistance (to Singles)	$44,000.00	$0.00		$44,000.00
	$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	$44,000.00	$0.00		$44,000.00

9. Other Direct costs (program rent, utilities, insurance, etc.)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
Telephone	$0.00	$528.00	$0.00	$528.00
Insurance	$0.00	$443.00	$0.00	$443.00
Data Processing	$0.00	$337.00	$0.00	$337.00
	$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	$1,308.00	$0.00	$1,308.00

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

Grand Total Estimated Costs	$297,899.05	$150,845.10	$13,182.63	$461,926.78
				46%

State of Connecticut Homeless Prevention and Rapid Re-Housing

Year 2

Budget Summary

Insert data in shaded cells only

Agency Name: COLUMBUS HOUSE, INC
HPRP Program Name: REGION II SOUTH HPRP

	Financial Assistance			Services Hsg Relocation/Stabilization			Administrative Costs (not to exceed 3% of grant)			Total HPRP		
1. Personnel (Direct Labor)	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total
Supportive Housing Manager		$0.00	$0.00	34.32	$24.04	$825.00		$0.00	$0.00	34.32		$825.00
HPRP Case Manager		$0.00	$0.00	1,121.18	$16.83	$18,866.00		$0.00	$0.00	1,121.18		$18,866.00
Quality Assurance Technician	400.81	$24.94	$9,997.00			$0.00		$0.00	$0.00	400.81		$9,997.00
Executive Director		$0.00	$0.00		$0.00	$0.00	60.73	$52.22	$3,171.00	60.73		$3,171.00
Programs Director		$0.00	$0.00		$0.00	$0.00	62.40	$45.00	$2,808.00	62.40		$2,808.00
Business Director		$0.00	$0.00		$0.00	$0.00	49.91	$50.13	$2,502.00	49.91		$2,502.00
Acctg & Reporting Mgr		$0.00	$0.00		$0.00	$0.00	56.22	$27.39	$1,540.00	56.22		$1,540.00
		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	0.00		$0.00
Total Personnel			$9,997.00			$19,691.00			$10,021.00	1,785.57		$39,709.00
	$461,927											

2. Fringe Benefits	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Estimated Cost
Grp Medical, Dental, Life & Disability Ins	18%	$9,997.00	$1,820.45	18%	$19,691.00	$3,585.73	18%	$10,021.00	$1,824.82			$7,231.01
Payroll Taxes	9%	$9,997.00	$893.73	9%	$19,691.00	$1,760.38	9%	$10,021.00	$895.88			$3,549.98
Workers Comp	3%	$9,997.00	$289.91	3%	$19,691.00	$571.04	3%	$10,021.00	$290.61			$1,151.56
Retirement	2%	$9,997.00	$149.96	2%	$19,691.00	$295.37	2%	$10,021.00	$150.32			$595.64
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
Total Fringe Benefits			$3,154.05			$6,212.51			$3,161.63			$12,528.19

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
Vehicle Lease expense			$0.00	12	$62.42	$749.06			$0.00	12.00		$749.06
Vehicle fuel & maintenance			$0.00	12	$30.75	$368.94			$0.00	12.00		$368.94
			$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			$1,118.00			$0.00			$1,118.00

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

State of Connecticut Homeless Prevention and Rapid Re-Housing **Year 2**

Budget Summary **Insert data in shaded cells only**

Agency Name: COLUMBUS HOUSE, INC

6. Consultants (list individually)	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost
New Haven Legal Assistance Assoc.	128.33	$120.00	$15,400.00		$0.00	$0.00		$0.00	$0.00	$128.33		$15,400.00
		$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			$15,400.00			$0.00			$0.00			$15,400.00

7. Contractors and Sub-Grantees (list individually)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
TEAM, Inc.	$95,175.00	$55,388.00	$0.00	$150,563.00
Community Mediation, Inc.	$65,910.00	$38,356.89	$0.00	$104,266.89
New Haven Home Recovery, Inc	$64,263.00	$28,770.70	$0.00	$93,033.70
	$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	$225,348.00	$122,515.59	$0.00	$347,863.59

8. Financial Assistance payments (rental assistance, security deposits, utlity payments, motel vouchers)	Estimated Cost	Estimated Cost		Estimated Cost
Rental Assistance (to Singles)	$44,000.00	$0.00		$44,000.00
	$0.00	$0.00		$0
	$0.00	$0.00		$0
	$0.00	$0.00		$0
	$0.00	$0.00		$0
	$0.00	$0.00		$0
Total Other Direct Cost	$44,000.00	$0.00		$44,000

9. Other Direct costs (program rent, utilities, insurance, etc.)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
Telephone	$0.00	$528.00	$0.00	$528.00
Insurance	$0.00	$443.00	$0.00	$443.00
Data Processing	$0.00	$337.00	$0.00	$337.00
	$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	$1,308.00	$0.00	$1,308.00

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

Grand Total Estimated Costs	$297,899.05	$150,845.10	$13,182.63	$461,926.78
				67%

State of Connecticut Homeless Prevention and Rapid Re-Housing **Year 3**

Budget Summary
Agency Name: COLUMBUS HOUSE, INC
HPRP Program Name: REGION II SOUTH HPRP

Insert data in shaded cells only

	Financial Assistance			Services Hsg Relocation/Stabilization			Administrative Costs (not to exceed 3% of grant)			Total HPRP		
1. Personnel (Direct Labor)	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total	Estimated Hours	Rate/ Hour	Total
Supportive Housing Manager		$0.00	$0.00	17.14	$24.04	$412.00		$0.00	$0.00	17.14		$412.00
HPRP Case Manager		$0.00	$0.00	560.53	$16.83	$9,432.00		$0.00	$0.00	560.53		$9,432.00
Quality Assurance Technician	400.77	$24.94	$9,996.00			$0.00		$0.00	$0.00	400.77		$9,996.00
Executive Director		$0.00	$0.00		$0.00	$0.00	65.80	$52.22	$3,436.00	65.80		$3,436.00
Programs Director		$0.00	$0.00		$0.00	$0.00	62.40	$45.00	$2,808.00	62.40		$2,808.00
Business Director		$0.00	$0.00		$0.00	$0.00	49.93	$50.13	$2,503.00	49.93		$2,503.00
Acctg & Reporting Mgr		$0.00	$0.00		$0.00	$0.00	56.25	$27.39	$1,541.00	56.25		$1,541.00
		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	0.00		$0.00
Total Personnel			$9,996.00			$9,844.00			$10,288.00	1,212.83		$30,128.00
	$394,652											

2. Fringe Benefits	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Cost	Rate	Base	Estimated Cost
Grp Medical, Dental, Life & Disability Ins	18%	$9,996.00	$1,797.13	16%	$9,844.00	$1,550.97	15%	$10,288.00	$1,526.43			$4,874.53
Payroll Taxes	7%	$9,996.00	$733.71	7%	$9,844.00	$722.55	9%	$10,288.00	$919.75			$2,376.00
Workers Comp	3%	$9,996.00	$287.88	3%	$9,844.00	$282.48	3%	$10,288.00	$298.35			$868.71
Retirement	0%	$9,996.00	$0.00	0%	$9,844.00	$0.00	2%	$10,288.00	$153.02			$153.02
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
	0%	$0.00		0%		$0.00	0%		$0.00			$0.00
Total Fringe Benefits			$2,818.72			$2,556.00			$2,897.55			$8,272.26

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
Vehicle Lease expense			$0.00	3	$51.37	$154.10			$0.00	3.00		$154.10
Vehicle fuel & maintenance			$0.00	3	$25.30	$75.90			$0.00	3.00		$75.90
			$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			$230.00			$0.00			$230.00

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

State of Connecticut Homeless Prevention and Rapid Re-Housing **Year 3**

Budget Summary **Insert data in shaded cells only**

Agency Name: COLUMBUS HOUSE, INC

6. Consultants (list individually)	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost	Hours/Days	Rate/ Hr or Day	Estimated Cost
New Haven Legal Assistance Assoc.	110.00	$120.00	$13,200.00		$0.00	$0.00		$0.00	$0.00	$110.00		$13,200.00
		$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			$13,200.00			$0.00			$0.00			$13,200.00

7. Contractors and Sub-Grantees (list individually)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
TEAM, Inc.	$81,578.00	$47,476.00	$0.00	$129,054.00
Community Mediation, Inc.	$56,496.00	$32,877.89	$0.00	$89,373.89
New Haven Home Recovery, Inc	$55,082.00	$24,652.29	$0.00	$79,734.29
	$0.00	$0.00	$0.00	$0
	$0.00	$0.00	$0.00	$0
	$0.00	$0.00	$0.00	$0
Total Subcontract Cost	$193,156.00	$105,006.18	$0.00	$298,162

8. Financial Assistance payments (rental assistance, security deposits, utlity payments, motel vouchers)	Estimated Cost	Estimated Cost	Estimated Cost
Rental Assistance (to Singles)	$44,000.00	$0.00	$44,000.00
	$0.00	$0.00	$0
	$0.00	$0.00	$0
	$0.00	$0.00	$0
	$0.00	$0.00	$0
	$0.00	$0.00	$0
Total Other Direct Cost	$44,000.00	$0.00	$44,000

9. Other Direct costs (program rent, utilities, insurance, etc.)	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
Telephone	$0.00	$265.00	$0.00	$265.00
Insurance	$0.00	$226.00	$0.00	$226.00
Data Processing	$0.00	$169.00	$0.00	$169.00
	$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	$660.00	$0.00	$660.00

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

Grand Total Estimated Costs	$263,170.72	$118,296.18	$13,185.55	$394,652.44
				57%

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

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 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 of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

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

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

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

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

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

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

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

by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.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 that a municipality is a party shall contain the following provisions:

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

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

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

(4) the Contractor agrees to comply with each provision of this section and 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.

ACCEPTANCES AND APPROVALS

By signing below, both the Contractor and the Department of Social Services agree to the terms and conditions of this contract and further agree that the Contractor herein IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996.

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR - COLUMBUS HOUSE, INC.

ALISON CUNNINGHAM, *Executive Director*

9/2/09
Date

DEPARTMENT OF SOCIAL SERVICES

MICHAEL P. STARKOWSKI, *Commissioner*

9/9/09
Date

OFFICE OF THE ATTORNEY GENERAL

~~ASST.~~ / ASSOC. ATTORNEY GENERAL *(Approved as to form & legal sufficiency)*

ASSOC. ATTY. GENERAL

9/23/09
Date

RESOLUTION

I, *(Name of Secretary or Clerk)*, Stanley Welch, of **Columbus House, Inc.,** a Connecticut corporation (the "Contractor"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the *(Name of Governing Body)* Board of Directors of the Contractor duly held and convened on *(Date of Meeting)* January 22, 2009, at which meeting a duly constituted quorum of the *(Name of Governing Body)* Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that the **Executive Director, Alison Cunningham**, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a Emergency Shelters program, and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this 2nd day of September, 2009.

Stanley Welch
(Signature of Secretary or Clerk)

L. S.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Contract # 093CHI-HPR-01 / 09DSS7501EM

This Non-Disclosure and Confidentiality Agreement, entered into by and between Connecticut Department of Social Services (hereinafter the "Department") located at 25 Sigourney Street, Hartford, CT 06106 and Columbus House, Inc. located at 586 Ella Grasso Boulevard, New Haven, CT 06519, on behalf of itself and all of its present and future affiliates and subsidiaries.

WHEREAS, the Department and the Contractor have entered into an agreement wherein the Contractor provides services related to the Homelessness Prevention and Rapid Re-housing Program (HPRP) administered by the Department (hereinafter referred to as the "HPRP Agreement"); and

WHEREAS, the Department administers and maintains the Eligibility Management System ("EMS") which, among other things, contains personal and financial information of eligible recipients of benefits and services administered by the Department; and

WHEREAS, the Contractor's ability to perform services under the HPRP Agreement will be enhanced by their ability to access certain Confidential Information from EMS; and

WHEREAS, the Department desires to grant EMS access to a limited number of the Contractor's staff so long as the Contractor agrees to and protects the confidentiality of such information.

NOW, THEREFORE, in consideration of the Department providing the Contractor access to such Confidential Information for the sole purpose of fulfilling its obligations under the HPRP Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Department hereby agree as follows:

1. This Non-Disclosure and Confidentiality Agreement shall become effective upon the execution of both parties or upon the date that the HPRP Agreement is fully executed and approved by the Office of the Attorney General, whichever is later.

2. The Department shall provide, at no cost to the Contractor, access to EMS and the tools necessary for the Contractor to access EMS including but not necessarily limited to the necessary software, confidential passwords and training, for the sole purpose of the performance of Contractor's duties under the HPRP Agreement.

3. The Department and the Contractor agree to provide a designated EMS contact person to facilitate smooth and accurate communication pertaining to system access, performance and training issues.

4. The Contractor and its officers, directors, agents employees, consultants, independent contractors, and representatives will not, except as needed in the normal and proper course related to fulfilling its obligation under the HPRP Agreement, directly or indirectly disclose or use, or enable anyone else to disclose or use, either during the term of the HPRP Agreement or any time thereafter, any Confidential Information obtained from their access to EMS without the prior written approval of DSS.

5. The Contractor agrees to maintain and implement any and all Department requirements regarding the confidentiality of client information, pursuant to Connecticut General Statutes §17b-90.

6. "Confidential Information" shall include but not be limited to personal and or financial information of eligible recipients of benefits and services administered and/or provided by the Department. Confidential information shall also include any and all such information that the Department provides or grants access to the Contractor or any of its affiliates, officers, directors, agents, employees, consultants, independent contractors, or representatives.

7. The Contractor agrees that all documents of any nature obtained through EMS or directly from the Department or its designees, are and shall remain the property of the Department. All such documents and all copies of such documents, including electronic copies, shall be surrendered to the Department at the termination of the HPRP Agreement or at the Department's request whichever is earlier. The Contractor agrees that upon request of the Department it will promptly destroy all written, electronic or tangible documents received by it pursuant hereto without retaining copies thereof and will provide to the Department a certificate as to the return or destruction of such documents.

8. The Contractor agrees that any Confidential Information received by the Contractor will not be subsequently disclosed by the Contractor to any person, firm or entity other than to Contractor's agents, employees, consultants or representatives who have a need to know in order to fulfill the Contractor's obligation under the HPRP Agreement. The Contractor agrees that each of its agents, employees, consultants or representatives that receive or may receive any Confidential Information will be bound by the provisions hereof on the same terms and conditions as the Contractor as if specifically named a party hereto. This provision shall survive the termination of this Agreement.

9. The Contractor shall inform the Department upon execution of this Agreement, which personnel require access to EMS so that the Department may make the appropriate security modifications.

10. The Contractor agrees to be subject to a Department audit, from time to time, which will, among other things, audit the Contractor's use and safeguarding of Confidential Information;

11. The Contractor agrees to prohibit its employees, agents and/or contractors and their employees from sharing the confidential passwords needed to access EMS and/or accessing data through EMS under another individual's user number;

12. The Contractor agrees to notify the Department within two (2) business days of changes in personnel with access to EMS so that the Department may make the appropriate security modifications;

13. The Contractor agrees that if they are requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information and/or documents, it will notify the Department immediately upon receipt of notice thereof, so that the Department may either seek an appropriate protective order or waive the provisions of this Agreement. This provision shall survive the termination of this Agreement.

14. This Non-Disclosure and Confidentiality Agreement shall terminate two (2) years from the date of the Contractor's last receipt of Confidential Information pursuant to the Agreement; provided, however, Contractor's obligations to maintain the confidentiality of the Confidential Information and/or documents encompassed hereby shall survive the termination of this Agreement.

15. The Contractor and its officers, directors, agents, employees, consultants, independent contractors and representative agree to indemnify, defend and hold harmless the State of Connecticut, as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits directly or indirectly resulting from the Contractor's failure to comply with the terms of this Non-Disclosure and Confidentiality Agreement.

16. The Department reserves the right to review the costs incurred by the Department by providing EMS access to the Contractor and may, with advance notice to the Contractor, require reimbursement of future costs for the continued provision of EMS access. The Department shall not require reimbursement of prior costs.

17. Amendments to this Agreement must be in writing signed by the Department and the Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the dates set forth below.

COLUMBUS HOUSE, INC.		**STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES**	
By:	[signature]	**By:**	[signature]
Name:	Alisan Cunningham	**Name:**	**Michael P. Starkowski**
Title:	Executive Director	**Title:**	**Commissioner**
Date:	Sept. 1, 2009	**Date:**	9/9/09