

## Addendum 2

State of Connecticut Department of Social Services  
**Asset Building Program**  
Request for Proposals # 032408\_ASSET BLDG\_RFP

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The State of Connecticut Department of Social Services (Department) is issuing Addendum 2 to the **Asset Building Program** (RFP).

Addendum 2 contains the following section:

1. Section 1 - Revised response to question # 48

<b>Section 1 - Response to Question:</b>
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48) **Question:**

A budget narrative is required. How is this different then detail that is required to complete the HUM 125?

**Response:**

Section IV.D.1.3 of the RFP has been amended as follows: "budget narrative" is NOT required.

Date Issued April 14, 2008

Approved: \_\_\_\_\_

Dorothy DiLernia

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

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

## Addendum 1

State of Connecticut Department of Social Services  
**Asset Building Program**  
Request for Proposals # 032408\_ASSET BLDG\_RFP

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The State of Connecticut Department of Social Services (Department) is issuing Addendum 1 to the **Asset Building Program** (RFP).

Addendum 1 contains the following sections:

1. Section 1 - Revised Procurement Schedule
2. Section 2 - Responses to questions submitted regarding the RFP

### **Section 1 - Revised Procurement Schedule:**

Review of proposals and recommendations made to the Commissioners	May 23, 2008
Announcement of awards for contract negotiation	June 1, 2008
Contract negotiations/contract execution	June 15, 2008
Asset Building Program commences	July 1, 2008

### **Section 2 - Responses to Questions:**

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

1) **Question:**

**Section II Overview of Procurement Process**

Communication with the Department

It is very clear throughout the document that no conversation should be held with any Department staff regarding the RFP. Can we ask Department staff for a reference?

**Response:**

Yes, you may ask staff from the Department of Social Services for a reference. However, it is the prerogative of the staff to say "no" if they feel their may be the appearance of a conflict of interest or for any other reason.

2) **Question:**

**J. Proposal Due Date and Time**

Are the procedures stated in J. Proposal Due Date and Time related to having the document hand delivered, any different than those that are currently in place when one is delivering a package to the Department?

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**Response:**

Bidders must follow the procedures identified in Section II. J.  
PROPOSAL DUE DATE AND TIME

3) **Question:**

**P. Funding**

Are the administrative funds limited to 10% of the grant award?

**Response:**

Yes

4) **Question:**

**Section III- General Proposal Requirements and Structure**

**B. Instructions for Proposal Structure**

Page numbers and the name of the bidder are required on each page of the proposal through all appended materials. Can non-PDF copies of required forms, certifications, budget forms, etc., be provided to facilitate this requirement?

**Response:**

The Department will accept handwritten page numbers and bidders' names on each page.

5) **Question:**

**E. Delivery Condition**

One exact electronic copy is required in a non-PDF format except for those required documents that cannot be converted into electronic format. Can you please specify which documents those are? For example, our financial statements are only available in an electronic PDF format or hard copy. Items that are required letterhead can only be provided in PDF format.

**Response:**

The Department cannot specify which documents cannot be converted into electronic format, as documents may be unique to each bidder.

6) **Question:**

**Section IV. – Proposal Contents**

**A. - 14. Certificate of Insurance**

Would an ACORD Statement be acceptable in lieu of coverage information being provided on the insurer's letterhead?

**Response:**

Yes

7) **Question:**

**B.- Key Personnel and Staff Resources**

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Do the job descriptions and /or resumes for key positions count in the 6-page limit for this component?

**Response:**

Resumes, only, are excluded from pages limited.

8) **Question:**

**C. Scope of Services**

The RFP indicates in several places that one contract will be awarded. What is the definition of a sub-contractor to determine if they are required to complete a Scope of Services?

**Response:**

A subcontractor is an entity (individual or organization), other than the prime contractor, that the prime contractor has identified to perform any service as defined in this RFP.

9) **Question:**

C-1. Evidence Based Research - based Program Model  
Is there a model or models that the Department prefers?

**Response:**

No

10) **Question:**

Will the Department provide control group information?

**Response:**

No

11) **Question:**

Does the definition of a successful termination from the Asset Building Program only dependant on the design of the EBRP?

**Response:**

No

12) **Question:**

What will the Department consider a successful termination?

**Response:**

Refer to Section IV-C3.4-Participant Outcomes

13) **Question:**

Can the model include removal from the program due to non-compliance of their service plan?

**Response:**

Yes, if specified in the proposed case management system.

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14) **Question:**

Can the model exclude specific conditions and/or populations?

**Response:**

The Department will consider such conditions, if specified with sufficient rationale in the proposed evidenced-based research model and case management system.

15) **Question:**

C-2. Target Population and Geographic Area

The following is extracted from the RFP: "The target population listed above is comprised of families who experience significant barriers to successful participation."

Participation in what?

**Response:**

We have amended the sentence as follows; *"The target population listed above is comprised of families who experience significant barriers to success in accumulating long-term assets such as savings or investments, which help to achieve economic independence, stability and success."*

16) **Question:**

Is there a presumed or stated primary referral source for this RFP?

**Response:**

No

17) **Question:**

Is the definition of the referral process left to the discretion of the applicant?

**Response:**

Yes, please include in the case management process.

18) **Question:**

Can the applicant screen out specific types of behavior or conditions that it will not work with?

**Response:**

The Department will consider such conditions, if specified with sufficient rationale in the proposed evidenced-based research model and case management system.

19) **Question:**

What is the expected caseload for the case manager?

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**Response:**

The Bidder is expected propose the caseload/case manager as based on the Bidder's proposed evidenced-based research model, case management system and available funding for the contract period. The Department will negotiate the caseload/case manager during final contract negotiations.

20) **Question:**

Are there any requirements other than residing in one of the 16 municipalities cited, being low and moderate income multi-racial and multi-ethnic, and meeting the requirements set forth in 2.1, 2.2, and 2.3?

**Response:**

No. However, the Department will consider other requirements, if specified with sufficient rationale in the proposed evidenced-based research model and case management system.

21) **Question:**

Does an individual and/or family need to meet all requirements stated in 2.1, 2.2, and 2.3?

**Response:**

Yes. However, the Department will consider other requirements, if specified with sufficient rationale in the proposed evidenced-based research model and case management system.

22) **Question:**

The requirements listed under 2.2 – Is the eligibility no more than \$10,000 in assets or is it \$10,000 net worth- not including 1 automobile? These are two different criteria

**Response:**

Section IV. C. 2.2 has been amended as follows: *"Have no more than \$10,000 in assets, not including one automobile."*

23) **Question:**

The RFP on page 24 states "low and moderate multi-racial and multi-ethnic working individuals or families". What is the documentation required for this determination?

**Response:**

The Bidder is expected to include such information in the proposed case management system and based on current or past programs the Bidder has administered for such populations. The Department will negotiate final verification and reporting processes during contract negotiations.

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24) **Question:**

Please define multi-ethnic

**Response:**

Multi-ethnic is defined in the two following examples, although these are not all such examples – an individual who is part African-American and Hispanic or an individual who is part Italian and Irish.

25) **Question:**

What is the definition of moderate income?

**Response:**

Moderate Income shall be defined as income levels at or below 75% of the State Median Income (SMI) guideline for Connecticut for the year beginning July 2008 and as amended annually by the Department each July.

26) **Question:**

How and by whom is a family or individual determined having a moderate income?

**Response:**

See answer to Question #25.

27) **Question:**

Please provide data, on a municipality basis, indicating how many individuals meet the eligibility requirements set forth in the RFP? Please indicate the source of the data.

**Response:**

The Bidder is expected to research such information and provide as part of its proposed caseload/case manager and case management system based on current or past programs the Bidder has administered for such populations in the proposed geographic area.

28) **Question:**

Is there a mandatory requirement to provide services to individuals/families in each town in the defined service area?

**Response:**

We expect that outreach and recruitment activities will be conducted in all targeted towns. See answer to Question #19 as it relates to caseload/case manager enrollment projections.

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- 29) **Question:**  
Is there an expected number of individuals/families that the successful bidder will work with?  
**Response:**  
See answer to Question #19.
- 30) **Question:**  
Will a liaison from the DSS Regional Office be identified for the successful applicant to work with?  
**Response:**  
Yes if such applicant/enrollee is a DSS program recipient, a regional eligibility worker assigned to such applicant/enrollee would be individual to contact to report timely changes in such applicant/enrollee circumstances.
- 31) **Question:**  
What is the role of the Regional Office with this project?  
**Response:**  
See answer to Question #30. In addition, a DSS regional manager will work with the DSS central office liaisons for program oversight.
- 32) **Question:**  
What is the expected interaction of the Project and the DSS Regional Office?  
**Response:**  
See answers to Questions #30 and #31.
- 33) **Question:**  
Given the demands that are placed on DSS Field Staff, what support can the families that are in this program expect to receive?  
**Response:**  
See answers to Questions #30, #31, #32
- 34) **Question:**  
Can all of the families participating in the Asset Building Program be assigned to one caseworker?  
**Response:**  
We assume this question refers to the DSS caseworker. DSS cases are assigned by alpha distribution. We will consider this during contract negotiations and as part of the Bidder's response to Question #19.



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35) **Question:**

Where will this Project be located within the Department for administration, monitoring and technical assistance?

**Response:**

The Bureau of Assistance Programs – Family Services Unit.

36) **Question:**

**C-3 Asset Building Program Components**

How will the project know that a family has lost its program eligibility?

**Response:**

The Bidder in accordance with the requirements set forth in Section I. A. and Section IV shall define program eligibility. C. 2.1, 2.2, and 2.3 of the RFP. The Bidder shall define as part of their proposed case management system.

37) **Question:**

Does the successful applicant have control over the determination of what information is collected as part of the assessment? If no, what are the data elements that must be collected?

**Response:**

Yes. Such information shall be included with sufficient rationale as based on the proposed evidenced-based research model and case management system. The Department will negotiate final assessment and reporting information during final contract negotiations.

38) **Question:**

Do program participants have to participate in both components of the program – case management and asset building? If no, can the successful RFP applicant require participation in both components as part of determining program eligibility?

**Response:**

The case management and asset building components complement each other. The Bidder is expected to propose such information with appropriate rationale in the proposed case management system and based on current or past programs the Bidder has administered for such populations.

39) **Question:**

Can program funds be used as financial incentives to participate in the program?

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**Response:**

The Department will consider such incentives, if specified with sufficient rationale in the proposed evidenced-based research model and case management system.

40) **Question:**

Can stipends be provided for attendance at mandatory meetings?

**Response:**

See answer to Question #39. In addition, we would expect you to define the need for mandatory meetings as part of the proposed case management system.

41) **Question:**

Can funds be used to purchase items that are given to program participants for participation incentives?

**Response:**

See answer to Question #39.

42) **Question:**

Effective IDA programs tend to be longer than 1 year. Is there an expectation that this contract will be renewed?

**Response:**

The Department has received funds as allocated by the General Assembly, to support this program for one year.

43) **Question:**

Can short-term IDAs be established that are not for first home, small business or education (i.e. automobile to obtain employment or security deposit for apartment)?

**Response:**

Yes, the Department will consider such short-term IDAs and other options, if specified with sufficient rationale.

44) **Question:**

In allowing the bidder to define all components of the IDA program, would it be acceptable to use higher matching rates than traditional IDA's (i.e. 3:1 or 4:1 matching ratios as opposed to 2:1)

**Response:**

Yes, the Department will consider such options, if specified with sufficient rationale.

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45) **Question:**

Would the expectation be that the families eligible for EITC would be linked to exiting Volunteer Income Tax Assistance sites? Or that staff hired would be trained and become certified tax preparers?

**Response:**

While the Department did not specify these 'expectations', the Department will consider such options, if specified with sufficient rationale.

46) **Question:**

What is the reimbursement system that is discussed on page 28 of the RFP? Is this different from an auditable accounts payable system? If yes, how?

**Response:**

The reimbursement system is dependant on the proposed programs and services offered. For example, an Individual Development Account may have certain reimbursement timeframes based on proposed/approved policies. Such reimbursement system would need certain fiscal controls that may be different that a standard accounts payable system.

47) **Question:**

D. Business Cost Proposal

It appears that the HUM 125 has not been revised to reflect the Administrative Cost Allocation requirements.

Where does one place the Administrative Allocation? Under 3c?? or 5h??

**Response:**

3c, Administrative Cost

48) **Question:**

A budget narrative is required. How is this different then detail that is required to complete the HUM 125?

**Response:**

We have amended the RFP so that a "budget narrative" is NOT required.

49) **Question:**

The requirements for budget submission ask for information by sub-contractor and applicant. Do we need to show how funds are allocated between Case Management and Asset Building?

**Response:**

Yes

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50) **Question:**

If an item listed under 2d is for a single service that will be provided by a sub-contractor, i.e. mental health services billed at a unit rate, does this require a separate HUM 125?

**Response:**

Yes, please refer to pg. 32 D.2. Business Cost Proposal.

51) **Question:**

General – Who submitted Letters of Intent?

**Response:**

Catholic Charities, Inc. - Archdiocese of Hartford  
New Opportunities Inc.  
TEAM, Inc.

Date Issued April 14, 2008

Approved: \_\_\_\_\_

Dorothy DiLernia

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

This Addendum must be signed and returned with your submission.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name of Company

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# ASSET BUILDING PROGRAM

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## Request for Proposals

The State of Connecticut Department of Social Services (Department/DSS) is requesting proposals from qualified organizations to implement an Asset Building Program targeted at low and moderate-income multi-racial and multi-ethnic working individuals and families in the greater New Haven area. The purpose of Asset Building Program is to engage individuals and families in asset building activities that lead to long-term economic security and stability, and offer follow-up and support services to insure the success of participating families. The Department/DSS is interested in programs/services to be administered by a qualified organization that has a minimum of three (3) years direct service experience providing programs and services to the targeted low and moderate-income multi-racial and multi-ethnic individuals and families.

The resultant contract period is anticipated to begin on June 1, 2008 and end on June 30, 2009. The total available funds through this procurement shall not exceed \$265,000.

Interested bidders **must** submit a mandatory Letter of Intent (LOI) to the Department/DSS no later than 3:00 p.m. Eastern Standard time on April 4, 2008. Proposals **must** be received at the Department/DSS no later than 3:00 p.m. Eastern Standard time on April 25, 2008. Proposals received after the stated due date and time may be accepted by the Department/DSS as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty (30) days after the resultant contract is executed, after which the proposals will be destroyed. All proposals must be in sealed envelopes or sealed boxes clearly identified as

### **“Asset Building Program RFP”**

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

**Dorothy DiLernia**  
**State of Connecticut Department of Social Services**  
**Contract Administration**  
**25 Sigourney Street**  
**Hartford, CT 06106**  
**Telephone: 860-424-5056**  
**Fax: 860-424-4953**  
**E-mail: Dorothy.DiLernia@ct.gov**

**All questions, comments, proposals, and other communication with the State regarding this RFP must be addressed to the above named contact person.**

The Department/DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired individuals may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department/DSS reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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## **Acronyms and Definitions**

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The following acronyms and definitions apply to this procurement:

**Addendum** - An addition to a completed written document. Addenda should be signed separately and attached to the original document so that there will be no confusion as to what is included or intended

**Affirmative Action Plan** - Action taken to provide equal opportunity, as in hiring or admissions, for members of previously disadvantaged groups, such as woman and minorities, often involving specific goals and timetables

**Asset Building Program** - Asset Building Programs assists low-income and moderate-income individuals and families in accumulating long-term assets such as savings or investments, which help to achieve economic independence, stability and success.

**BRS** - Bureau of Rehabilitation Services

**Case Management Service Delivery System** - is a component of the Asset Building Program. The principles that underpin Case Management are individualized service delivery based on comprehensive assessment that is used to develop a case or service plan. The plan is developed in collaboration with the client and reflects their choices and preferences for the service arrangements being developed. The goal is to empower the client and ensure that they are involved in all aspects of the planning and service arrangement in a dynamic way

**Community Action Agency** - An agency as identified by state/federal law that provides a range of human services to combat poverty. Such agencies work with families having economic, social and environmental concerns

**CTWBS** - CT Works Business System

**CTWorks** - Is a consortium of private and public workforce development organizations that individually and collectively assist job seekers in gaining employment, with services provided at such local "One-Stops", usually at the same location as the Jobs First Employment Services (JFES) case management

**DCF** - State of Connecticut Department of Children and Families responsible for child welfare, abuse/neglect background checks for parents and personnel who work with children and training of personnel who work with children

**Department/DSS or DSS** - State of Connecticut Department of Social Services

**DOL** - State of Connecticut Department of Labor

**EEO-1 Data** - The composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

**Evidence and Research - based Program Model** - A program or model that has been tested, is well-designed, is methodologically sound and has shown evidence to produce significant reductions in poor outcomes or associated risk factors

**Individual Development Accounts (IDA)** - An IDA is established on behalf of a participant. Through IDAs, individuals and families receive funds to match savings established for particular asset purchases.

**Job Search and Job Readiness** - Supervised group and individual job search activity which may include classroom instruction in job search techniques, completing job applications, interviewing, resumes; life skills training, orientation to the world of work, motivational exercises, family budgeting, etc.; job placement and job development; job seekers support groups (job clubs)

**Letters of Agreement** - The writing or document of an arrangement between parties regarding a method of action, covenant, or treaty

**LOI** - Mandatory Letter of Intent

**Medicaid** - The Connecticut Medical Assistance Program (CTMAP) operated by the State of Connecticut Department of Social Services under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations

**NASW** - National Association of Social Workers

**RFP** - Request for Proposal

**Subcontract** - Any written agreement between the contractor and another party to fulfill any contract requirements

**Target Population** - The population, clients, or subjects intended to be identified and served by the program

**Temporary Family Assistance (TFA)** – Administered by the Department of Social Services, provides cash assistance to needy families

**TOC** - Table of Contents

**Transmittal Letter** - Required with submission, addresses bidder assurances for independent price determination. Must include bidder's Federal Employer Identification Number, if an organization and Social Security Number if an individual

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**SECTION I - OVERVIEW OF THE DEPARTMENTS AND PROGRAMMING**

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**A. PURPOSE OF REQUEST FOR PROPOSALS**

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The State of Connecticut Department of Social Services (Department/DSS) is requesting proposals from qualified organizations to implement an Asset Building Program targeted at low and moderate income multi-racial and multi-ethnic working individuals and families residing in the geographical area served by the Department/DSS New Haven Office including Ansonia, Bethany, Branford, Derby, East Haven, Hamden, Milford, New Haven, North Branford, North Haven, Orange, Seymour, Shelton, Wallingford, West Haven, and Woodbridge. Asset Building Programs shall help families to accumulate long-term assets such as savings or investments, which help to achieve economic independence, stability and success.

The Department/DSS will fund one (1) organization to provide services in the geographical area served by the Department/DSS New Haven Office. The Asset Building Program is targeted to low and moderate income working multi-racial, multi-ethnic individuals or families that meet the following criteria:

1. Are eligible for Temporary Family Assistance (TFA) or with income levels at or below 75% of the State Median Income,
2. Have no more than \$10,000 in assets / net worth, not including one automobile, and
3. Must be either a citizen or an eligible non-citizen as defined in Appendix XI - UPM 8540.40, and
4. A resident of Connecticut as defined in Appendix XI - UPM 8540.45.

This Request for Proposal (RFP) presents an opportunity to qualified organizations with a minimum of three (3) years experience providing programs and services to the individuals and families listed above.

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**B. OVERVIEW OF THE DEPARTMENT/DSS**

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The Department/DSS provides a broad range of services to elderly persons, individuals with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety (90) legislatively-authorized programs and approximately one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act.

The Department/DSS is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Department/DSS is headed by the Commissioner of Social Services and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the Department's three (3) geographic service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each geographic service region must have a Regional Advisory Council.

The Department/DSS administers most of its programs at offices located throughout the State. Within the Department/DSS, the Bureau of Rehabilitation Services (BRS) provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three (3) geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department/DSS are available through community-based agencies. The Department/DSS has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department/DSS are available via mail or telephone.

There are four (4) entities attached to the Department/DSS for administrative purposes only. They are the Commission on Aging, the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

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**C. OVERVIEW OF ASSET BUILDING PROGRAM**

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The Asset Building Program and services help families achieve economic independence, stability and success. The term "asset building" is defined as a "broad array of public policies, strategies, and programs that enable people with limited financial resources to accumulate long-term and productive assets, such as savings, investments, a home, postsecondary education, training, and a nest egg for retirement." This definition is from the New America Foundation, a national nonprofit group addressing public policy issues. (Source: <http://www.acf.hhs.gov/assetbuilding>)

The Asset-Building Program shall include outreach and education, intake, assessment, development of asset-building plans, case management, intensive support services, referrals to appropriate agencies, collaboration with community service providers, and notification of results of applications in

a timely manner. A client data system shall track client progress through the continuum of services that comprise this program.

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## **SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS**

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### **A. ISSUING OFFICE AND ADMINISTRATION**

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

**Dorothy DiLernia**  
**State of Connecticut Department of Social Services**  
**Contract Administration**  
**25 Sigourney Street**  
**Hartford, CT 06106**  
**Telephone: 860-424-5056**  
**Fax: 860-424-4953**  
**E-mail: Dorothy.DiLernia@ct.gov**

All questions, comments, proposals, and other communications with the Issuing Office regarding this RFP must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the **"ASSET BUILDING RFP"**.

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

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**B. PROCUREMENT SCHEDULE**

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

Milestones	Anticipated End Date
RFP posting/release	March 24, 2008
Deadline for <u>mandatory</u> Letter of Intent (no later than <u>3:00 p.m. Eastern Standard time</u> )	April 4, 2008
Deadline for the submission of written questions (no later than <u>3:00 p.m. Eastern Standard time</u> )	April 4, 2008
Posting/release of the Department/DSS' official responses to questions (Questions/Answers Addendum)	April 11, 2008
Proposals due (no later than <u>3:00 p.m. Eastern Standard time</u> )	April 25, 2008
Review of proposals and recommendations made to the Commissioners	To Be Determined
Announcement of awards for contract negotiation	To Be Determined
Contract negotiations/contract execution	To Be Determined
Asset Building Program commences	June 1, 2008

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

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**C. MANDATORY LETTER OF INTENT (LOI)**

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Interested **BIDDERS MUST** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department/DSS of their intent to submit a proposal in response to this RFP. The LOI must be received by the Issuing Office no later than 3:00 p.m. Eastern Standard time on April 4, 2008.

Please choose one way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the bidder's responsibility to confirm the Issuing Office's receipt of an LOI. Failure to submit an LOI in accordance with the requirements set forth herein shall disqualify a bidder from further consideration.

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**D. BIDDERS' QUESTIONS**

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Interested bidders may submit questions regarding this RFP to the Issuing Office through fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFP must be received by the Issuing Office no later

than 3:00 p.m. Eastern Standard time on April 4, 2008. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department/DSS' receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time criteria listed above. Official responses to all questions will be in the form of a Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at [www.das.state.ct.us/Purchase/Portal/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_home.asp).

The anticipated posting/release date for the Questions/Answers Addendum is April 11, 2008. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFP. To submit a responsive proposal, THE BIDDER SHALL include a signed acknowledgment of the receipt of each Addendum posted to the State Procurement/Contracting Portal.

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

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**E. EVALUATION AND SELECTION**

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

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**F. CONTRACT EXECUTION**

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

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**G. BIDDER DEBRIEFING**

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The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by contacting the Issuing Office in writing at the address previously provided. Debriefing will not include any comparisons of proposals.

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## H. RIGHTS RESERVED

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

1. Cancellation - Cancel this procurement at any time prior to the contract award
2. Amendment of procurement - Amend this procurement at any time prior to contract award
3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)
5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of proposals after stated due date and time - Reject or refuse to evaluate any proposal that is received after the stated due date and time
7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department/DSS may require
8. Oral clarification - Require bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department/DSS. The Department/DSS further reserves the right to limit the number of bidders invited to make such a presentation and the number of attendees per bidder
9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's ability to perform the duties required in this RFP
10. Allowance of proposal changes - Except as may be authorized by the Department/DSS, allow no additions or changes to the original proposal after the stated due date and time
11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department/DSS



12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFP
14. One or more bidders - Contract with one or more bidders
15. Proposal most advantageous - Consider costs and all factors in determining the most advantageous proposal for the Department/DSS when awarding a bidder the right to negotiate a contract with the Department/DSS (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department/DSS, price alone shall not determine the successful bidders)
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department/DSS will be served
17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the contract terms shall be privileged and confidential)
18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department/DSS reserves the right to set parameters on any BFOs it receives)
19. Unacceptable proposals - Reopen the bidding process if the Department/DSS determines that all proposals are unacceptable

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**I. PROPOSAL PRESENTATION EXPENSES**

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

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**J. PROPOSAL DUE DATE AND TIME**

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The Issuing Office must receive proposals no later than 3:00 p.m. Eastern Standard time on April 25, 2008. The Department/DSS will not consider a postmark date as the basis for meeting the submission due date and time. Bidders shall not interpret or otherwise construe receipt of a proposal after the stated due date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department/DSS suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and shall allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

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**K. ACCEPTANCE OF PROPOSAL CONTENTS**

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If acquisition action ensues, the contents of this RFP and the proposal of the successful bidder will form the basis of contractual obligations in the final contract. The resultant contract will be a Purchase of Service (POS) contract, which will contain Mandatory Terms and Conditions (Appendix I) between the successful bidder and the Department/DSS. The proposal must include a Signatory Acceptance (Appendix II), without qualification, of all terms and conditions as stated in this RFP and Part II of the Department/DSS' POS contract. The successful bidder may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the POS contract. The Department/DSS may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department/DSS' decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department/DSS is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

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**L. BIDDER ASSURANCES**

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1. Independent price determination - By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
  - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
  - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.
  - c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.
  - d) Prior knowledge - The bidder has no prior knowledge of RFP contents prior to actual receipt of this RFP and had no part in RFP development.
  - e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the resultant contractor, the resultant contractor's agent, or the resultant contractor's employees.

- f) Campaign contribution restrictions - The bidder certifies receipt of SEEC Form 11 (Appendix X).
2. Valid and binding offer - The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
3. Press releases - The bidder agrees to obtain prior written consent and approval of the Department/DSS for press releases that relate in any manner to this RFP or any resultant contract.
4. Restrictions on communications with Department/DSS staff - The bidder agrees that from the posting/release date of this RFP until the Department/DSS make an award that it shall not communicate with the Department/DSS staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department/DSS staff may, at the decision of the Department/DSS, result in disqualification of that bidder's proposal.

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**M. FREEDOM OF INFORMATION**

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Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders shall be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The bidder must provide convincing explanation and rationale to justify each exception from release consistent with CGS §1-210 to claim proprietary exemption.

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

In any case, the narrative portion of the proposal may not be exempt from release. Between the bidder and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

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**N. AFFIRMATIVE ACTION**

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

1. The bidder's success in implementing an affirmative action plan
2. The bidder's success in developing an apprenticeship program complying with CGS §46a-68-1 to 46a-68-17, inclusive
3. The bidder's promise to develop and implement a successful affirmative action plan
4. The bidder's submission of EEO-1 (Reference Appendix III-Workforce Analysis Form) data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
5. The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises (See CGS 4a-60)

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**O. RESULTANT CONTRACT PERIOD**

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The resultant contract period is anticipated to begin on June 1, 2008 and end on June 30, 2009.

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**P. FUNDING**

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The Department/DSS has identified the following budget cost categories and funding levels. These are estimated levels to assist your budget preparation and will be negotiated during contract development.

Component	Term Start	Term End	Amount
Case Management	June 1, 2008	June 30, 2009	\$ 132,500
		Subtotal:	<b>\$ 132,500</b>
Component	Term Start	Term End	Amount
Asset Building Services	June 1, 2008	June 30, 2009	\$ 106,000
		Subtotal:	<b>\$ 106,000</b>
Administration	Term Start	Term End	Amount
Administrative Functions	June 1, 2008	June 30, 2009	\$ 26,500
		Subtotal:	<b>\$ 26,500</b>

The total for Asset Building Program components and administrative functions for the resultant contract period of June 1, 2008 to June 30, 2009 shall not exceed **\$265,000**.

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## **SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE**

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### **A. GENERAL PROPOSAL REQUIREMENTS**

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

### **B. INSTRUCTIONS FOR PROPOSAL STRUCTURE**

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1. Delivery Condition - An original (clearly marked) and five (5) exact, legible copies of the proposal must be submitted in clearly identified ("**Asset Building Program RFP**") sealed envelopes or sealed boxes by the stated due date and time. In addition, one (1) exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.
2. Proposal Structure - The Department/DSS has structured the proposal submission requirements into four (4) distinct parts: Transmittal Information and Assurances, Organizational Capacity and Structure, Scope of Services, and Business Cost Proposal.
3. Proposal Construction -
  - a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and five (5) exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the official name of the bidder appearing on the outside front cover of each binder and on each page of the proposal (location is at the bidder's discretion).
  - b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet.

- c) Table of Contents (TOC) - Each proposal must incorporate a TOC. It is through this TOC that the Department/DSS will evaluate conformance to uniform proposal content and format.
- d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department/DSS to determine uniform compliance with specific RFP requirements.
- e) Page Numbers - Each page of each part of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.
- f) Page Format - The standard format to be used throughout the proposal is:
  - (1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced
  - (2) Font shall be either Arial or Times New Roman and a minimum of twelve (12) point
  - (3) The binding edge margin of all pages shall be a minimum of 1½ inch; all other margins shall be one (1) inch
  - (4) Graphics may have a landscape orientation, bound along the top eleven (11") side (if oversized, graphics may have a maximum of one (1) fold)
  - (5) Graphics may have a smaller text spacing, and font size
  - (6) Pitch shall be a maximum of ten characters per inch

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## SECTION IV - PROPOSAL CONTENTS

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### A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

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Each proposal must include an original (clearly marked) and five (5) exact copies clearly identified as “**Asset Building Program RFP.**” One (1) exact electronic copy in a non-PDF format (compact disk) must be submitted as well.

1. Transmittal Letter - To submit a responsive proposal, **THE BIDDER SHALL** submit the original proposal (clearly marked) and all copies with a Transmittal Letter limited to one (1) page, which addresses bidder assurances for independent price determination. The Transmittal Letter must include the bidder’s Federal Employer Identification Number.
2. Table of Contents (TOC) - To submit a responsive proposal, **THE BIDDER SHALL** include a TOC for the entire proposal beginning with the Executive Summary including all appendices.
3. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** include a high-level summary limited to two (2) pages that summarizes the content of the proposal. The Executive Summary shall include the bidder’s demonstrated experience of a minimum of three (3) years experience providing similar services and experience operating programs to low and moderate-income multi-racial and multi-ethnic working individuals and families. The Bidder must certify that they are in good standing with the Connecticut Secretary of State Office.
4. Addendum Acknowledgements - To submit a responsive proposal, **THE BIDDER SHALL** include the signed acknowledgement of its receipt of any and all Addendums issued for this RFP.
5. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement (Appendix II), without qualification, of all Mandatory Terms and Conditions (Appendix I).
6. Workforce Analysis Form (Appendix III) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by bidders with Connecticut worksites.



7. Notification to Bidders Form (Appendix IV) - To submit a responsive proposal, **THE BIDDER SHALL** sign and submit Appendix IV and also summarize the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL** address in writing the following five (5) factors, as appropriate, to the bidder's particular situation. These factors are:
  - a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan
  - b) Development of Affirmative Action Plan - The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
  - c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with CGS §§46a-68-1 to 46a-68-17, inclusive
  - d) EEO-1 Data - The bidder's submission of EEO-1 data (Appendix III) indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
  - e) Set-a-side for Minority Businesses - The bidder's promise to set-a-side a portion of the contract for legitimate minority business enterprises, and to provide the Department/DSS Set-aside Reports in a format required by the Department/DSS
8. Smoking Policy (Appendix V - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of CGS §31-40q (Appendix V), to submit a responsive proposal, **THE BIDDER SHALL** agree to provide the Department/DSS with a copy of its written rules concerning smoking. The Department/DSS must receive the rules or a statement that the bidder is not subject to the provisions of CGS §31-40q prior to contract approval.
9. Certification Regarding Lobbying (Appendix VI) - To submit a responsive proposal, **THE BIDDER SHALL** include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10. Contract Affidavits/Certifications - CGS §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, **THE BIDDER SHALL** include a completed Gift and Campaign Contribution Certification (Appendix VII) and a Consulting Agreement Affidavit (Appendix VIII).

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

11. Affirmation of Receipt of State Ethics Laws Summary (Appendix IX) - Pursuant to CGS §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly-authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to CGS §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, **THE BIDDER SHALL** include a completed and signed Affirmation of Receipt of State Ethics Laws Summary.
12. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix X) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. To submit a responsive proposal, **THE BIDDER SHALL** include a copy with signature acknowledging receipt and understanding.
13. UPM 8540.40 Citizens and Eligible Non-Citizens, & UPM 8540.45 Residency (Appendix XI) To submit a responsive proposal, **THE BIDDER SHALL** include a copy with signature acknowledging receipt and understanding.
14. Certificate of Insurance - The bidder, pursuant to the Mandatory Terms and Conditions (Appendix I) must indicate insurance coverage. To submit a responsive proposal, **THE BIDDER SHALL** include a certificate of insurance on the insurer's letterhead.

15. IRS Form 990 - The bidder, pursuant to the Mandatory Terms and Conditions (Appendix I) must provide their IRS Form 990. To submit a responsive proposal, THE BIDDER SHALL provide their IRS Form 990.
16. Secretary of State Annual Report - The bidder, pursuant to the Mandatory Terms and Conditions (Appendix I) must provide their most recent Annual Report as submitted to the Office of the Secretary of State. To submit a responsive proposal, THE BIDDER SHALL provide their most recent Annual Report.

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**B. ORGANIZATIONAL CAPACITY AND STRUCTURE** Maximum 10 pages for the primary contractor and a maximum of 10 pages for each subcontractor (if applicable)

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1. Summary of Organizational Capacity - The State of Connecticut Department of Social Services (Department/DSS) is requesting proposals from qualified organizations to implement an Asset Building Program targeted at low and moderate income multi-racial and multi-ethnic working individuals and families in the greater New Haven area. The purpose of Asset Building Program is to engage individuals and families in asset building activities that lead to long-term economic security and stability, and offer follow-up and support services to insure the success of participating families. The Department/DSS is interested in programs/services to be administered by a qualified organization that has a minimum of three (3) years direct service experience providing programs and services to the targeted low and moderate income, multi-racial and multi-ethnic working individual and families. The bidder is expected to provide Case Management and Asset Building Services directly or through designated subcontractors. *(See Section IV-C - Scope of Services)*

If subcontractors are designated, information requested for this section is required in the submission by the bidder. If the bidder proposes the use of subcontractors for the direct provision of services, a responsive proposal must also include this information for each proposed subcontractor.

Private nonprofit organizations or municipalities that have only acted as fiduciary agents or funding pass-through agencies for such services do not meet the experience requirement.

A responsive proposal must summarize the bidder's overall qualifications to implement, monitor, and manage an Asset Building Program, as described herein.

To submit a responsive proposal, **THE BIDDER SHALL** include the following specific details regarding the bidder and, if applicable, any proposed subcontractors for the direct provision of services:

- a) Agency establishment date, the agency mission at time of establishment, the current agency mission, and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission,
- b) Agency size including annual budget, revenues, and number and type of personnel,
- c) Organizational changes within the last two (2) years including any reorganization and/or turnover of key personnel, acquired grants for current programs, and lost grants including the reasons for loss of grants,
- d) The physical facility that will house the actual Asset Building Program including:
  - (1) The address of the facility/facilities,
  - (2) The name and telephone number of a contact person who has access to the facility/facilities if the Department/DSS wish to visit the site prior to granting an award,
- e) Bidder's technological abilities, challenges, and goals,
- f) Experience relevant to the functions to be performed under the resultant contract and a listing and summary of recent contracts for similar services,
- g) Experience servicing culturally and linguistically diverse populations,

- h) A description of the agency's professional skill Building Program with specific reference to staff development opportunities over the past three (3) years,
  - i) A description of the agency's evaluation and/or assessment processes/outcomes for special programs or projects within the past two (2) years, and
  - j) Experience working in partnership with financial institutions, community service providers and social service agencies.
2. Organizational Chart and Description - Maximum 2 pages for the prime contractor and a maximum of 2 pages for each subcontractor (if applicable)

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

- a) A functional organizational chart and accompanying narrative detailing how the Asset Building Program fits within the entire organizational structure. The accompanying narrative must also describe the relationship between program personnel and the specific tasks and assignments proposed to accomplish the Scope of Services, (See Section IV-C) and
  - b) A narrative that describes how the existing organizational programs, services, and structure will support the successful implementation of the Asset Building Program.
3. Bidder References - References are individuals able to comment on the bidder's ability to perform the services specified in this RFP. The reference contact person must be an individual familiar with the bidder's organization and its day-to-day performance. The references may include the State of Connecticut. Bidders are strongly encouraged to contact their references to ensure the accuracy of their contact information and their willingness and ability to be a reference. The Department/DSS expects to use these references in its evaluation process, which includes the references of subcontractors for the direct provision of services.

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

- a) Three (3) specific references for the bidder that include the references' organization name, address, current telephone number, and name of a specific contact person, and

- b) Two (2) references for each proposed subcontractor that include, the references' organization name, address, current telephone number, and name of a specific contact person.
4. Key Personnel and Staff Resources - Maximum of six (6) pages for the primary contractor and a maximum of six (6) pages for each subcontractor (if applicable)

Key personnel and staff resources must include, but are not limited to, an Asset Building Program Coordinator who will be responsible for the implementation and management of the Asset Building Program, day-to-day oversight, and attendance at all Asset Building Program meetings at the request of the Department/DSS. The Asset Building Program Coordinator will be expected to respond to the Department/DSS' requests for status updates and all required reports.

The resultant contractor is expected to have all staff complete abuse/neglect training, as provided by the State of Connecticut Department of Children and Families (DCF) or the DCF designated training entity.

The resultant contractor can employ higher credentialed or specialized staff and would need to describe how and when this would occur. (See *Scope of Services - NASW Standard #1 - Staff Credentials*)

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

- a) Identify key positions that will be responsible for the operation and success of the Asset Building Program and include a job description for each key position and, if applicable, a resume for the proposed key personnel. The job descriptions and resumes must include detail regarding each individual's experience working with contracts, credentials, education, training, and the percentage of time dedicated to the Asset Building Program, and
- b) If the key positions identified are not currently established and/or filled, include a detailed description and timeline of the steps to be taken by the bidder to establish and fill the key positions before the anticipated start of the resultant contract period.

If the Bidder proposes the use of subcontractors for the direct provision of services, a responsive proposal must also include this information for each proposed subcontractor.

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C. **SCOPE OF SERVICES** Maximum 15 pages for the primary contractor and a maximum of 15 pages for each subcontractor (if applicable)

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The Department/DSS will fund one (1) organization to provide services to the sixteen (16) cities/towns in the Department/DSS New Haven region known as Ansonia, Bethany, Branford, Derby, East Haven, Hamden, Milford, New Haven, North Branford, North Haven, Orange, Seymour, Shelton, Wallingford, West Haven, and Woodbridge. The resultant contractor(s) is expected to implement the following:

- Case Management Service Delivery System  
(See Section IV - C 3.1)
- Asset Building Services  
(See Section IV - C 3.2)
- Administrative Reporting Structure (See Section IV - C 3.3)

1. **Evidence and Research-based Program Model** - The resultant contractor shall be required to fully describe their plan to implement a program that follows identified Evidence and Research-based Program Models. This may include, but is not limited to, intensive and culturally competent engagement and retention strategies, approaches to achieve successful delivery of services. For further information, please access:

<http://www.jwbpinellas.org/Home/EvidenceBasedPrograms.ppt>

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

- a) Identify and describe the rationale for their selection of the Evidence and Research-based Program Model,
- b) Describe client outcomes expected to be demonstrated as proposed by the Evidence and Research based Program Model as they conform to the Asset Building Program, and
- c) Describe any training and ongoing support that will be provided for staff to assure their competence in the delivery of the Evidence and Research-based Program Model as they conform to the Asset Building Program.

2. **Target Population and Geographic Area** -

The resultant contractor shall provide services to low and moderate income multi-racial and multi-ethnic working individuals or families, that are:

- 2.1 Eligible for Temporary Family Assistance (TFA) or with income levels at or below 75% of the State Median Income,
- 2.2 Have no more than \$10,000 in assets / net worth, not including one automobile,
- 2.3 A citizen or an eligible non-citizen as defined in Appendix XI - UPM 8540.40, and also a resident of Connecticut as defined in Appendix XI - UPM 8540.45.

The target population listed above is comprised of families who experience significant barriers to successful participation. They often face multiple barriers to obtain and maintain employment. These families struggle with one (1) or more of the following issues: childcare, disabilities, domestic violence, insufficient financial resources, housing instability, limited English proficiency and adult basic skills, mental health complications for their children and themselves, substance abuse, and access to transportation.

The resultant contractor shall provide Asset Building Program services to the target population listed above in the geographic area defined as the sixteen (16) cities/towns in the Department/DSS New Haven region. The cities/towns are Ansonia, Bethany, Branford, Derby, East Haven, Hamden, Milford, New Haven, North Branford, North Haven, Orange, Seymour, Shelton, Wallingford, West Haven, and Woodbridge.

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

- a) Include a description of how the services provided will be accessible to all potential clients; including addressing transportation and mobility issues of clients, coordination of services with local resources, and any subcontractors' responsibilities and roles in the delivery of Asset Building Program services, and
- b) Include a description of how working with the Department/DSS New Haven regional office, community service and social service agencies will be achieved.



3. **Asset Building Program Components** - The resultant contractor must design and implement two (2) components: a **Case Management Service Delivery System** and an **Asset Building Services**.

3.1 **Case Management Service Delivery System** - The resultant contractor is expected to develop a Case Management Service Delivery System based on an evidence and research-based program model that supports the target population. The resultant contractor is expected to have extensive knowledge and understanding of the target population and the ability to target specialized and/or intensive services to certain populations based on a comprehensive and thorough client assessment.

3.1.1 The resultant contractor will need to provide referral for assessment and handling of more difficult and complex situations utilizing staff experienced in managing such clients.

3.1.2 The resultant contractor will need to provide continuous educational and staff development opportunities.

3.1.3 The resultant contractor shall model its Case Management Delivery System in accordance with the NASW Standards.

For reference, the NASW Standards for social work case management are detailed at:

[http://www.socialworkers.org/practice/standards/sw\\_case\\_mgmt.asp](http://www.socialworkers.org/practice/standards/sw_case_mgmt.asp)

The ten (10) NASW Standards are summarized below:

**Standard #1 - Staff Credentials** - While this standard requires staff to have a baccalaureate or graduate degree from a social work program accredited by the Council on Social Work Education, DSS has modified this standard to allow for other academic and work experience qualifications, which the Bidder must describe. It is our expectation that the case management staff shall possess the knowledge, skills, and experience to competently perform case management activities.

**Standard #2** - The Social Work Case Manager shall use his or her professional skills and competence to serve the client whose interests are of primary concern.

Standard #3 - The Social Work Case Manager shall ensure that clients are involved in all phases of case management practice to the greatest extent possible.

Standard #4 - The Social Work Case Manager shall ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.

Standard #5 - The Social Work Case Manager shall intervene at the client level to provide and/or coordinate the delivery of direct services to clients and their families.

Standard #6 - The Social Work Case Manager shall intervene at the service systems level to support existing case management services and to expand the supply of and improve access to needed services.

Standard #7 - The Social Work Case Manager shall be knowledgeable about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out all case management functions and activities.

Standard #8 - The Social Work Case Manager shall participate in evaluative and quality assurance activities designed to monitor the appropriateness and effectiveness of both the service delivery system in which case management operates as well as the Case Manager's own case management services, and to otherwise ensure full professional accountability.

Standard #9 - The Social Work Case Manager shall carry a reasonable caseload that allows the Case Manager to effectively plan, provide, and evaluate case management tasks related to client and system interventions.

Standard #10 - The Social Work Case Manager shall treat colleagues with courtesy and respect and strive to enhance inter-professional, intra-professional, and interagency cooperation on behalf of the client.

The Department/DSS expect that all families referred will receive social work case management services for the contract period months. Enrolled families will be monitored at four (4) month intervals assuming the family retains program eligibility.

Families are required to receive at least one (1) home visit within forty-five (45) days from their assessment/enrollment as part of their case

management participation. Additional home visits are expected depending on the individual client assessment and service plan.

Due to the significant issues experienced by the target populations, services may need to be provided during non-traditional hours, such as evenings and weekends. Staffing schedules will need to reflect this and thus, back-up schedules should be considered to provide coverage for staff leave time, holidays, etc.

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

- a) Identify and describe how the proposed Case Management Service Delivery System will be developed to support the target population,
- b) Describe how the proposed Case Management Delivery System is patterned upon generally accepted standards of social work case management as defined by NASW,
- c) Detail how the bidder shall work with the respective referral entities to understand the types of families referred, and how they will provide referral for assessment and handling of more difficult and complex situations while indicating the staff experience level to manage such clients,
- d) Describe the bidder's efforts to provide ongoing educational and staff development opportunities, and
- e) Provide a description as to how **each** of the ten (10) NASW Standards will be fulfilled.

3.2 **Asset Building Services** - There are several types of services and program options available in the development of an Assets Building Program that provide opportunities to meet the needs for each individual. Such examples are:

- Individual Development Accounts (IDA) or matched savings accounts to purchase assets (i.e. first home, small business, education)
- Financial Education & Credit Counseling – budgeting, money management, banking, investment, responsible use of credit, credit repair, long-range planning

- First Time Home Buyer Training
- Earned Income Tax Credit (EITC) and tax-assistance

If providing Individual Development Accounts (IDA) or matched savings accounts, the resultant contractor is to identify the number of IDAs and asset purchases planned, identify savings match rate, maximum savings, program and savings plan agreement requirements including but not limited to eligibility requirements, application process time, income and asset limits, time limits when match is provided, financial education, fee requirements.

The resultant contractor is expected to develop a **reimbursement system** with sufficient fiscal controls that provides a cadre of services through the existing community service delivery network and other resources as provided in this RFP. Asset Building Program payments must be issued by voucher or through a vendor but not directly to the client. Such services and expenditures for the purchase of assets or program costs are allowed **only for families who qualify according to program requirements as approved by** the Department/DSS.

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

- a) Identify and provide rationale for the menu of services and asset building tools to be offered. If Individual Development Accounts (IDA) are offered, identify qualified purchases allowed, savings match rate, maximum savings, agreement requirements including but not limited to eligibility, application process time, income and asset limits, time limits, financial education, fee requirements,
- b) Describe the reimbursement system including its development, use, and identification of fiscal controls,
- c) Define other community programs, services, and funds that will support and/or supplement the menu of programs and services identified,
- d) Identify key partner organizations (and their role/purpose) such as financial institutions, foundations, government, community-based organizations and other asset building service providers if not already identified as a subcontractor, and
- e) Describe how you will manage partnerships with financial institutions and project reserve funds, if applicable.

3.3 **Administration/Data Collection/Reporting** - The resultant contractor is expected to:

- Develop an Administrative Reporting Structure for all needed Asset Building Program administrative functions, such as personnel, accounting, financial/program reporting and quality assurance.
- Develop a case record documentation system for all participating families following the guidelines established in NASW Standard # 6. Such system shall document and report active, pending, and discontinued families by the respective service components (i.e. families savings plan, 1<sup>st</sup> Time Home Buyer training).
- Establish at least one direct dial number, and arrange communication services as required for hearing impaired and visually impaired. Such telephone service should offer the caller multiple options (i.e.

leave request in voice mailbox) and have trained staff capable of addressing the multi-lingual target population. Voice mailbox messages must be returned within 24 hours or less.

- Provide translation services for non-English/non-Spanish speaking persons.

Final reporting formats will be negotiated during contract negotiations with the successful bidder.

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

- a) Describe the Administrative Reporting Structure for all needed Asset Building Program administrative functions, such as personnel, accounting, financial/program reporting and quality assurance,
- b) Identify any administrative services to be offered at the existing community service providers and/or subcontractor sites,
- c) Describe how case record documentation will follow the guidelines established in NASW Standard # 6,
- d) Describe the data collection system to report on active, pending, and discontinued families,
- e) Describe the telephone service operations and technological capabilities, and
- f) Describe how non-English / non-Spanish speaking persons will be served.

3.4 **Participant Outcomes** - The resultant contractor is expected to develop a service delivery system that will indicate status, progress and outcomes for referred Asset Building Program clients at four (4) month intervals assuming the family retains program eligibility. Participant outcomes that will be negotiated during contract development are:

- Individuals targeted/recruited/referred will receive assessments to determine strengths and barriers,

- Individuals/families receiving assessment will receive individual/family service plans,
- Individuals/families with service plans will engage in activities to address issues identified during the assessment and documented in the service plans, and
- Individuals/families will increase the knowledge and skills necessary to establish long-term goals and financial security.

The Department will consider other participant outcomes as proposed by the applicant.

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

- a) Describe how Asset Building Program participant outcomes will be collected, documented and evaluated, and
- b) Identify additional participant outcomes and provide a rationale for their selection.

3.5 **Timeline for Project Implementation** - It is anticipated that there may be a start-up period prior to actually serving participants. Start-up activities may include staff hiring, staff training, negotiation of subcontracts and/or other collaborative arrangements.

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

- a) Include a project management chart and timeline that clearly identifies key program implementation components and start up activities.

3.6 **Oversight and Support** - The Department/DSS will provide programmatic oversight and support including:

- Program and fiscal monitoring
- Technical assistance on department programs and services
- Project liaison

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

- a) Describe any additional support from the Department/DSS deemed necessary to implement the Asset Building Program.

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#### **D. BUSINESS COST PROPOSAL**

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Cost information or other financial information may only be included in this portion of the proposal. Any proposal that fails to adhere to this requirement will be disqualified as non-responsive. Each proposal must include cost information and other financial information in this section in the following order:

1. Audited Financial Statements - To submit a responsive proposal, **THE BIDDER SHALL** provide audited financial statements or equivalent information for each of the last two **appropriate** fiscal years. Audited Financial Statements do not count toward the total page limit of the proposal.
2. Business Cost Proposal - To submit a responsive proposal, **THE BIDDER SHALL** complete and submit the Department/DSS' Line-item Budget Form included as Attachment XII. If subcontractors are identified, a form must be submitted for each subcontractor.
3. Business Cost Proposal Narrative (maximum five pages) - To submit a responsive proposal, **THE BIDDER SHALL** include a narrative that explains and details the anticipated resultant contract costs including a rationale for each line item included in the budget. The narrative must include a listing and brief explanation of each staff position including number of hours worked weekly, number of weeks worked yearly, and hourly rate. If subcontractors are identified, a narrative must be submitted for each subcontractor.

Budget information must comply with the statewide cost standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at [http://opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://opm.state.ct.us/finance/pos_standards/coststandards.htm).

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



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## **SECTION V - PROPOSAL EVALUATION**

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### **A. OVERVIEW OF THE EVALUATION OF PROPOSALS**

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

The evaluation will be conducted in five (5) phases:

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

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### **B. PHASE ONE: EVALUATION OF GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE**

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The purpose of this phase is to determine whether each proposal is sufficiently responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department/DSS reserve the right to waive minor irregularities. The General Proposal Requirements are delineated in Section III of the RFP.

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### **C. PHASE TWO: EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE**

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

The Department/DSS will evaluate the experience of the organization, references and proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder and any subcontractors. The Department/DSS will determine to what extent the organization and its key

personnel have the ability to work effectively with the Department/DSS to successfully develop and implement the Asset Building Program. The Department/DSS will also assess the ability of the bidder to take on the additional workload that would be generated by the resultant contract and the bidder's financial ability to undertake the contract. References will be checked. The Organizational Capacity and Structure section delineated in Section IV of the proposal will be worth **25 percent** of the available points for the entire proposal.

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**D. PHASE THREE: EVALUATION OF THE SCOPE OF SERVICES AND IMPLEMENTATION PLAN**

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The proposed Scope of Services delineated in Section IV will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the bidder is in responding to the functional and technical requirements outlined in this RFP. Special attention will be provided to applicants that fulfill the NASW Case Management Standard for staff qualifications and propose an evidence and research based model that has demonstrated success with the target population. The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The Scope of Services section of the proposal will be worth **50 percent** of the available points for the entire proposal.

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**E. PHASE FOUR: EVALUATION OF THE BUSINESS COST PROPOSAL**

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The Business Cost Proposal delineated in Section IV of the RFP will be evaluated only for bidders who achieve a **minimum of 75 percent** of the total available points in Phases Two and Three. The Business Cost Proposal will be worth **25 percent** of the available points for the entire proposal submission. It will be scored for:

1. Cost comparison (determined by comparing bid price information), and
2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the proposal).

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**F. PHASE FIVE: RANKING OF THE PROPOSALS**

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Upon completion of Phases One and Two, the Evaluation Team has the discretion to interview the applicants. After the Evaluation Team has scored the proposals, the points awarded will be totaled to determine the ranking.

Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner reserves the right to approve or reject the Evaluation Team's recommendations.

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**SECTION VI - APPENDICES**

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## APPENDIX I - MANDATORY TERMS AND CONDITIONS

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### Section 1 - General RFP Provisions

#### 1.1 Proposal Preparation Expense

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

#### 1.2 Insurance

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

#### 1.3 Suspension or Debarment

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

- 1.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, State, Federal);
- 1.3.2. Has not within a three-year period preceding the proposal submission been convicted or had a civil judgment rendered against him or her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state, or Federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 1.3.3. Is not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity with the commission of any of the above offenses; and

- 1.3.4. Has not within a three-year period preceding the proposal submission had one or more public transactions terminated for cause or fault. Any change in the above status shall be immediately reported to the Department.

## Section 2 - General Contract Provisions

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

### A. Client-Related Safeguards

1. Inspection of Work Performed - The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor, or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by Federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. Safeguarding Client Information - The Department and the Contractor agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable Federal and state law concerning confidentiality.
3. Reporting of Client Abuse or Neglect - The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in General Statutes of Connecticut (C.G.S.) §§17a-101 through 103, 19a-216, 46b-120 (related to children), C.G.S. §46a-11b (relative to persons with mental retardation), and C.G.S. §17b-407 (relative to elderly persons).

B. Contractor Obligations

1. Cost Standards - Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://www.opm.state.ct.us/finance/pos\\_standards/coststandards.htm](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
  - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor
  
9. Lobbying - The Contractor agrees to abide by state and Federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
  
10. Suspension or Debarment -
  - (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by

any governmental department or agency (Federal, State or local)

- (2) Within a three-year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses
- (4) Has not within a three-year period preceding this agreement had one or more public transactions terminated for cause or fault

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

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

Contractor shall make available copies of all subcontracts to the Department upon request.

13. Independent Capacity of Contractor - The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.
14. Indemnification -
  - (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - (1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties
    - (2) Liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
  - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have

merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
  - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
  - (f) This section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.
15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission -
- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
  - (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
  - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the General Statutes of Connecticut (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except

as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy - Contractor shall comply with all pertinent provisions of local, state, and Federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.
17. Facility Standards and Licensing Compliance - The Contractor will comply with all applicable local, state and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.
18. Reports - The Contractor shall provide the Department with such statistical, financial, and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and Federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
19. Delinquent Reports - The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
20. Recordkeeping and Access - The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the

completion and submission to the state of the Contractor's annual financial audit.

21. Workforce Analysis - The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
22. Litigation -
  - (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
  - (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments -
  - (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
  - (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
  - (c) No amendments may be made to a lapsed contract.

2. Contract Reduction -

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
  - (1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld or
  - (2) Federal funding reductions result in reallocation of funds within the Department
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor -

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
  - (1) Withhold payments until the default is resolved to the satisfaction of the Department
  - (2) Temporarily or permanently discontinue services under the contract
  - (3) Require that unexpended funds be returned to the Department
  - (4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department
  - (5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance

- (6) Terminate this contract
  - (7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both
  - (8) Any combination of the above actions
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
  - (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
  - (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.



4. Non-enforcement Not to Constitute Waiver -The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
  
5. Cancellation and Recoupment -
  - (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
  
  - (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.
  
  - (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
  
  - (d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The

Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. Equipment - In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
7. Transition after Termination or Expiration of Contract - In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.
8. Program Cancellation - Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
9. Mergers and Acquisitions -

- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
- (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable Federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103 *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103 *and*
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 CFR §160.103 *and*

- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E
  
- (g) Definitions
  - (1) "Business Associate" shall mean the Contractor.
  - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
  - (4) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).
  - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and parts 164, subparts A and E.
  - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
  - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 CFR §160.202.
  - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

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

(h) Obligations and Activities of Business Associates -

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate -
- (1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity -

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (k) Permissible Requests by Covered Entity - Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
  
- (l) Term and Termination -
  - (1) Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  
  - (2) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity or
  
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible or
  
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
  
  - (3) Effect of Termination
    - (A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI



that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(m) Miscellaneous Provisions -

- (1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment - The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival - The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and

comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

- (6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.
- (7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

- 2. Americans with Disabilities Act of 1990. This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§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 USC §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the General Statutes of Connecticut to carry out this policy in the award of any subcontracts.
4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by C.G.S. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the General Statutes of Connecticut:
  - (a)
    - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation
    - (2) The Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under

this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment

- (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the General Statutes of Connecticut
  - (4) The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and §46a-56 of the General Statutes of Connecticut
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the General Statutes of Connecticut provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The Contractor agrees to comply with provisions of §4a-60 of the General Statutes of Connecticut:

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person

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

- (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission
- (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment
- (4) The Contractor agrees to comply with each provision of this section and C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f
- (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and C.G.S.

§46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:
  - (1) Who are active in the daily affairs of the enterprise
  - (2) Who have the power to direct the management and policies of the enterprise and
  - (3) Who are members of a minority, as such term is defined in subsection (a) of C.G.S. §49-60g
- (c) For the purposes of this section, “good faith” means that degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices, affirmative action advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect

to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Government Function, Freedom of Information - If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in C.G.S. §1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.
8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the General Statutes of Connecticut. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.
9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

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

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the General Statutes of Connecticut, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the General Statutes of Connecticut must be received prior to Contract approval by the Department.
11. Executive Orders -
  - (a) Executive Order No. 3: Nondiscrimination - This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
  - (b) Executive Order No. 16: Violence in the Workplace Prevention Policy - This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for



violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow
  - (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury
  - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site
  - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules
  - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings - This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The

parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
  - (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
  - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the C.G.S. and Section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year

shall comply with the gift and campaign contribution certification requirements of §4-252 of the C.G.S. and Section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.

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

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**APPENDIX II - PROCUREMENT AND CONTRACTUAL AGREEMENTS  
SIGNATORY ACCEPTANCE**

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Statement of Acceptance

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

Acceptance Statement

On behalf of \_\_\_\_\_ I,  
\_\_\_\_\_ agree to accept the Mandatory Terms and  
Conditions as set forth in the Department of Social Services' Safety Net Services  
Network Request for Proposals.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**APPENDIX III - WORKFORCE ANALYSIS FORM**

Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Total number of CT employees: \_\_\_\_\_  
 Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

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

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

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Implementation \_\_\_\_\_  
If the answer is "No," explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date [WFA 5/93]

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**APPENDIX IV - NOTIFICATION TO BIDDERS FORM**

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

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the Connecticut General Statutes as a business wherein 51 percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §32-9n.” “Minority” groups are defined in §32-9n of the Connecticut General Statutes as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On Behalf of: \_\_\_\_\_

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

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## APPENDIX V - SMOKING POLICY

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### Connecticut General Statutes

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

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
  - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
  - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
  - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
  - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

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

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

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.



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**APPENDIX VI - CERTIFICATION REGARDING LOBBYING**

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Contractor: \_\_\_\_\_

Period: \_\_\_\_\_

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

1. No Federally-appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Date

## APPENDIX VII - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

**INSTRUCTIONS:**

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

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

**GIFT CERTIFICATION:**

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

\_\_\_\_\_  
Printed Contractor Name  
**Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

APPENDIX VIII - CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [ ] YES [ ] NO

If YES: Name of Former State Agency, Termination Date of Employment

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

Signature block with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

**APPENDIX IX - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**



**STATE OF CONNECTICUT  
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

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

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SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences

of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties

Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or \$5,000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the Web site of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."





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**Jobs First**

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**POLICY**

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**Chapter:**  
**Non-Financial Eligibility Requirements**

**Program:**  
**TFA**

---

**Subject:**  
**Citizens and Eligible Non-Citizens**

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8540.40 A. Federal Eligibility Requirements (continued)

6. is admitted to the U.S. as an Amerasian immigrant pursuant to section 584 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1988 (as contained in section 101 (e) of Public Law 100-202 and amended by the 9th proviso under MIGRATION AND REFUGEE ASSISTANCE in title II of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1989, Public Law 100-461, as amended); or
7. is an American Indian born in Canada to whom the provisions of section 289 of the Immigration and Nationality Act apply; or
8. is a member of an Indian tribe under section 4 (e) of the Indian Self-Determination and Education Assistance Act; or
9. has lawfully resided in the U.S. for at least five years and:
  - a. is lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act; or
  - b. is paroled into the U.S. under section 212 (d) of such act for a period of at least one year; or
  - c. is granted conditional entry pursuant to section 203 (a) (7) of such act as in effect prior to April 1, 1980; or
  - d. has been battered or subjected to extreme cruelty in the U.S. by a spouse or parent, or by a member of the spouse or parent's family living with the non-citizen and the spouse or parent allowed such battery or cruelty to occur, but only if:
    - (1) the Department determines that the battery or cruelty has contributed to the need for assistance; and

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8540.40 A. 9. d. Federal Eligibility Requirements (continued)

- (2) the non-citizen has been approved or has an application pending with the INS under which he or she appears to qualify for:
  - (a) status as a spouse or child of a U.S. citizen pursuant to clause (ii), (iii) or (iv) of section 204(a)(1)(A) of the Immigration and Nationality Act; or
  - (b) classification pursuant to clause (ii) or (iii) of section 204(a)(1)(B) of such act; or
  - (c) suspension of deportation and adjustment of status pursuant to section 244(a)(3) of such act; or
  - (d) status as a spouse or child of a U.S. citizen pursuant to clause (i) of section 204(a)(1)(A) of such act, or classification pursuant to clause (i) of section 204(a)(1)(B) of such act; and
- (3) the individual responsible for such battery or cruelty is not presently residing with the person subjected to such battery or cruelty; or
- e. is a non-citizen whose child has been battered or subjected to extreme cruelty in the U.S. by a spouse or parent of the non-citizen (without the active participation of the non-citizen in the battery or cruelty), or by a member of the spouse or parent's family living with the non-citizen and the spouse or parent allowed such battery or cruelty to occur, but only if the criteria in subparagraph d (1), (2) and (3) above are met; or
- f. is a non-citizen child living with a parent who has been battered or subjected to extreme cruelty in the U.S. by that parent's spouse or by a member of the spouse's family living with the parent and the spouse allowed such battery or cruelty to occur, but only if the criteria in subparagraph d (1), (2) and (3) above are met; or

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8540.40 A. Federal Eligibility Requirements (continued)

10. is lawfully residing in the United States and who was a member of a Hmong or Highland Laotian Tribe at the time that the tribe rendered assistance to United States personnel during the Viet Nam era. The individual's spouse, surviving spouse and unmarried dependent children are also eligible; or
11. is a non-citizen who entered the U.S. prior to 8/22/96 and is residing in the U.S. with the knowledge and permission of the INS and whose departure the INS does not contemplate enforcing.

B. State Eligibility Requirements

A non-citizen meeting none of the requirements under paragraph A. above may be eligible for State-funded TFA benefits if he or she is has lawfully resided in the U.S. for less than five years and:

1. is lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act; or
2. is paroled into the U.S. under section 212 (d) of such act for a period of at least one year; or
3. is granted conditional entry pursuant to section 203 (a) (7) of such act as in effect prior to April 1, 1980; or
4. has been battered or subjected to extreme cruelty in the U.S. by a spouse or parent, or by a member of the spouse or parent's family living with the non-citizen and the spouse or parent allowed such battery or cruelty to occur, but only if:
  - a. the Department determines that the battery or cruelty has contributed to the need for assistance; and

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8540.40 B. 4. State Eligibility Requirements (continued)

- b. the non-citizen has been approved or has an application pending with the INS under which he or she appears to qualify for:
    - (1) status as a spouse or child of a U.S. citizen pursuant to clause (ii), (iii) or (iv) of section 204(a)(1)(A) of the Immigration and Nationality Act; or
    - (2) classification pursuant to clause (ii) or (iii) of section 204(a)(1)(B) of such act; or
    - (3) suspension of deportation and adjustment of status pursuant to section 244(a)(3) of such act; or
    - (4) status as a spouse or child of a U.S. citizen pursuant to clause (i) of section 204(a)(1)(A) of such act, or classification pursuant to clause (i) of section 204(a)(1)(B) of such act; and
  - c. the individual responsible for such battery or cruelty is not presently residing with the person subjected to such battery or cruelty; or
- 5. is a non-citizen whose child has been battered or subjected to extreme cruelty in the U.S. by a spouse or parent of the non-citizen (without the active participation of the non-citizen in the battery or cruelty), or by a member of the spouse or parent's family living with the non-citizen and the spouse or parent allowed such battery or cruelty to occur, but only if the criteria in subparagraph 4 a, b and c above are met; or
  - 6. is a non-citizen child living with a parent who has been battered or subjected to extreme cruelty in the U.S. by that parent's spouse or by a member of the spouse's family living with the parent and the spouse allowed such battery or cruelty to occur, but only if the criteria in subparagraph 4 a, b and c above are met.

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8540.40 C. Additional Requirements for State-Funded TFA

As a condition of eligibility for State-funded TFA, a non-citizen must pursue citizenship to the maximum extent allowed by law, unless such non-citizen is:

1. incapable of pursuing citizenship due to a medical condition or a language barrier; or
2. a victim of domestic violence; or
3. a person with mental retardation.

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**Chapter:**

**Non-Financial Eligibility Requirements**

**Program:**

**TFA**

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**Subject:**

**Residency**

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8540.45 A. Establishing Residency

1. To qualify for assistance, the assistance unit must reside in Connecticut, with the intent to remain in the state permanently or for the foreseeable future.
2. There is no durational residency requirement, except for certain non-citizens as described in 8540.40.
3. An otherwise eligible assistance unit who resides in Connecticut is not required to dwell in permanent housing or to have a fixed mailing address.

B. Temporary Absence

1. A temporary absence does not constitute abandonment of residency or interrupt continuity if intent to return is indicated once the purpose of the absence has been accomplished.
2. The following conditions must be met:
  - a. The individual must maintain permanent housing or have a fixed address in Connecticut.
  - b. The individual must intend to return to Connecticut within thirty (30) days of leaving.

**APPENDIX XII - LINE-ITEM BUDGET FORM**

**PART III**

**FINANCIAL SUMMARY**

**PROGRAM NAME:**

**PROGRAM NUMBER:**

<b>Contract Amount</b>	<b>Requested</b>	<b>Adjustments</b>	<b>Approved</b>
	\$		\$
<i>For Amendments Only</i>			
<b>Previously Approved Contract Amount</b>			
<b>Amount of Amendment</b>			\$

<i>Line #</i>	<i>Item</i>	<b>Subcategory (a)</b>	<b>Line Item Total (b)</b>	<b>Adjustments (c)</b>	<b>Revised Total (d)</b>
<b>1</b>	<b><u>UNIT RATE</u></b>				
	1a. Bed Days				
	1b. Client Advocate				
	1c. Security Deposit				
	1d. Other Unit Rate Costs				
	<b>TOTAL UNIT RATE</b>				
<b>2</b>	<b><u>CONTRACTUAL SERVICES</u></b>				
	2a. Accounting				
	2b. Legal				
	2c. Independent Audit				
	2d. Other Contractual Services				
	<b>TOTAL CONTRACTUAL SERVICES</b>				
<b>3</b>	<b><u>ADMINISTRATION</u></b>				
	3a. Admin. Salaries				
	3b. Admin. Fringe Benefits				
	3c. Admin. Overhead				
	<b>TOTAL ADMINISTRATION</b>				
<b>4</b>	<b><u>DIRECT PROGRAM STAFF</u></b>				
	4a. Program Salaries				
	4b. Program Fringe Benefits				
	<b>TOTAL DIRECT PROGRAM</b>				
<b>5</b>	<b><u>OTHER COSTS</u></b>				
	5a. Program Rent				
	5b. Consumable Supplies				
	5c. Travel & Transportation				
	5d. Utilities				
	5e. Repairs & Maintenance				
	5f. Insurance				
	5g. Food & Related Costs				
	5h. Other Project Expenses				
	<b>TOTAL OTHER COSTS</b>				

6 **EQUIPMENT**

7 **PROGRAM INCOME**

7a. Fees

7b. Other Income

**TOTAL PROGRAM INCOME**

8 **TOTAL NET PROGRAM**

**COST**

(Sum of 1 through 6, minus Line 7)




**1. UNIT RATE**

<b>HOMELESS SHELTERS ONLY</b>			
1a. Bed Days	1b. Client Advocate Hours of Service		1c. Other Unit Rate Costs
X	X	<i>Unit Rate</i>	
		<i>Eligible Units</i>	
\$ _____	\$ _____	<b>TOTAL ELIGIBLE COSTS</b>	\$ _____
(Financial Summary, Line 1a)	(Financial Summary, Line 1b)		(Financial Summary, Line 1c)
<b>TOTAL UNIT RATE COSTS</b>			\$ _____
			(Financial Summary, Line 1)

**2. CONTRACTUAL SERVICES**

**2a. Accounting**

	Item	Unit Cost	Total Cost
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
<b>TOTAL ACCOUNTING</b>			\$ _____
			(Financial Summary, Line 2a)

**2b. Legal**

	Item	Unit Cost	Total Cost
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
<b>TOTAL LEGAL</b>			\$ _____
			(Financial Summary, Line 2b)

2c. Audit

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

TOTAL AUDIT

\$ \_\_\_\_\_  
(Financial Summary,  
Line 2c)

If an audit of expended DSS funds will be provided from other resources, please 'check' this box

2d. Other Contractual Services

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

TOTAL OTHER CONTRACTUAL SERVICES

\$ \_\_\_\_\_  
(Financial Summary,  
Line 2d)

**TOTAL CONTRACTUAL SERVICES**

\$ \_\_\_\_\_  
(Financial Summary,  
Line 2)

**3. ADMINISTRATION**

**3a. Administrative Salaries**

Position	Annual Salary	No. of Persons	% funded in this contract	Total Salary
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____

TOTAL ADMINISTRATIVE SALARIES  
(cash)

\$ \_\_\_\_\_

(Financial Summary, Line 3a)

**3b. Administrative Fringe Benefits and Payroll Taxes**

Health Insurance @ _____ of _____	\$ _____
Pension @ _____ of _____	\$ _____
F.I.C.A. @ _____ of _____	\$ _____
Unemployment Compensation @ _____ of _____	\$ _____
Worker's Compensation @ _____ of _____	\$ _____
Other: _____	\$ _____
_____	\$ _____

TOTAL ADMINISTRATIVE FRINGE BENEFITS & PAYROLL  
TAXES

\$ \_\_\_\_\_

(Financial Summary, Line 3b)

**3c. Administrative Overhead**

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL ADMINISTRATIVE OVERHEAD

\$ \_\_\_\_\_  
(Financial Summary, Line 3c)



**TOTAL ADMINISTRATION**

\$ \_\_\_\_\_  
(Financial Summary, Line 3)



**4. DIRECT PROGRAM STAFF**

4a. Program Salaries

Position	Annual Salary	No. of Persons	% funded in this contract	Total Salary
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____

**TOTAL PROGRAM SALARIES** \$ \_\_\_\_\_  
(Financial Summary, Line 4a)

4b. Program Fringe Benefits and Payroll Taxes

Health Insurance @ _____ of _____	\$ _____
Pension @ _____ of _____	\$ _____
F.I.C.A. @ _____ of _____	\$ _____
Unemployment Compensation @ _____ of _____	\$ _____
Worker's Compensation @ _____ of _____	\$ _____
Other: _____	\$ _____
_____	\$ _____

**TOTAL PROGRAM FRINGE BENEFITS & PAYROLL TAXES** \$ \_\_\_\_\_  
(Financial Summary, Line 4b)

**TOTAL DIRECT PROGRAM STAFF**

**TOTAL DIRECT PROGRAM STAFF** \$ \_\_\_\_\_  
(Financial Summary, Line 4)

5. OTHER COSTS

5a. Program  
Rent

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL PROGRAM RENT		\$ _____ (Financial Summary, Line 5a)

5. OTHER COSTS (continued)

5b. Consumable Supplies

Item	Unit Cost	Total Cost
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
TOTAL CONSUMABLE SUPPLIES		\$ _____ (Financial Summary, Line 5b)

5c. Travel and Transportation

Item	Unit Cost	Total Cost
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
TOTAL TRAVEL AND TRANSPORTATION		\$ _____ (Financial Summary, Line 5c)

5d. Utilities

Item	Unit Cost	Total Cost
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

\_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_  
\_\_\_\_\_

TOTAL UTILITIES

\$ \_\_\_\_\_  
(Financial Summary, Line 5d)

---

5e. Repairs and Maintenance

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

TOTAL REPAIRS AND MAINTENANCE

\$ \_\_\_\_\_  
(Financial Summary, Line 5e)

---



5f. Insurance

Insurance Type	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>TOTAL INSURANCE</b>		\$ _____ (Financial Summary, Line 5f)

5g. Food and Related Costs

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>TOTAL FOOD AND RELATED COSTS</b>		\$ _____ (Financial Summary, Line 5g)

5h. Other Project Costs

Item	Unit Cost	Total Cost
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>TOTAL OTHER PROJECT COSTS</b>		\$ _____ (Financial Summary, Line 5h)

<b>TOTAL OTHER COSTS</b>	\$ _____ (Financial Summary, Line 5)
--------------------------	---

**6. EQUIPMENT**

6a. Equipment

Item	Unit Cost	Total Cost
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
TOTAL EQUIPMENT		\$ _____ <small>(Financial Summary, Line 6)</small>

POS-Budget Support (formerly HUM-125) Rev. 1/02

**7. PROGRAM INCOME**

7a. Program Income

	Description	Total Income
FEES:		
		\$ _____
LEASE:		
		\$ _____
SALE:		
		\$ _____
INTEREST:		
		\$ _____
OTHER:		
		\$ _____

**TOTAL PROGRAM INCOME**

\$ \_\_\_\_\_  
(Financial Summary, Line 7)