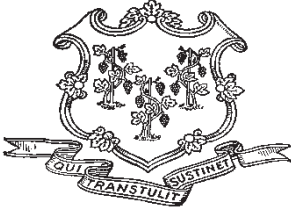


STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



CONTRACT AMENDMENT

Contractor: Mercy Housing and Shelter Corporation
Contractor Address: 211 Wethersfield Avenue, Hartford, CT 06114
Contract Number: 15DOH0401BX
Amendment Number: 1
Amount as Amended: \$3,339,966.00
Contract Term as Amended: 7/1/2015 - 6/30/2019

The contract between **Mercy Housing and Shelter Corporation** (*the "Contractor"*) and the **Department Of Housing** (*the "Agency"*), which was last executed by the parties on effective date: 06/30/15, is hereby amended as follows:

1. The contract is amended because the total maximum amount payable under this contract has increased by **\$2,028,068.00 from \$1,311,898.00 to \$3,339,966.00.**
2. The term of the contract is extended for an additional 1 year to accommodate the AID portion of the contract and the end date of the contract is changed from **06/30/18 to 06/30/19.**
3. Part I of this contract shall be deleted and the following is substituted in lieu thereof:

PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **Department of Housing's Individual and Family Support** program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Department, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections contained in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DESCRIPTION OF SERVICES: The Contractor shall provide services for the **AIDS RESIDENTIAL (AID) and EMERGENCY SHELTERS (ESS), PROGRAMS** as detailed herein.

1. **AIDS RESIDENTIAL (AID) PROGRAM - DESCRIPTION OF SERVICES:** Throughout the Contract term, the Contractor shall provide the following services to persons with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS)
 - a. **Component 1: Scattered Site Housing with HIV/AIDS Support Services:** The HIV/AIDS Scattered Site Housing Program (SSHP) provides individual apartments with subsidy, or without subsidy. Eligible Clients are individuals or families with HIV/AIDS who are homeless or at risk of being homeless, hereinafter "Clients" or "clients". Clients are fairly independent, able to manage their activities of daily living (ADLs), and need some daily support and structure. Support Services may not exceed \$7,500 per household.

- i. The Contractor shall provide **18** (#) individual apartment units for eligible Clients (based on a monthly average occupancy rate).
- ii. The Contractor shall provide case management services to **18** (#) eligible Clients (based on a monthly average occupancy rate).
- iii. The Contractor shall provide the following services as applicable to meet the needs of eligible Clients:
 - a) Assistance with locating and financing housing, or subsidized housing, as needed. Case management services, including but not limited to: assisting Client in accessing financial and medical entitlement programs for which they are eligible, Social Security Income (SSI), Social Security Disability (SSD), and Title XIX; accessing primary health care, substance abuse and/or mental health treatment, counseling, crisis intervention and advocacy, employment options, and HIV prevention services;
 - b) 24 hour access to on call staff through electronic communication (cell phone, text, email) or emergency contact numbers.
 - c) Accessible, flexible support services such as budgeting, or vocational/educational counseling, which target Client stability;
 - d) Annual Client satisfaction survey.
- iv. The Contractor shall maintain (at a minimum) the following staff functions:
 - a) Program Director/Coordinator;
 - b) Case Manager (not to exceed 1 to every 25 household/units).

b. Component 2: Congregate Living Program with HIV/AIDS Support Services: The HIV/AIDS Congregate Living Program (CLP) shall be a group residence designed for people with HIV/AIDS who require a higher level of supportive services and are not able to live independently without 24 hour supervision (e.g. staff, beeper coverage, on-call service, peer supports) and/or on-site support. Eligible Clients are individuals or families with HIV/AIDS who are homeless or at risk of homelessness who may have a substance abuse or mental health history and/or may have a diminished capacity to manage their activities of daily living (ADL), and require a supportive and structured environment, or who may need terminal care. Participation in services by Clients shall be required. No Client shall be denied services due to inability to pay rent. For Skilled Nursing Facilities: eligible Clients are those who are admitted to the program upon a physician's written order. Skilled nursing facilities must be licensed by the State of Connecticut and must meet all state regulations regarding skilled nursing facilities. Support services may not exceed \$7,500 per household.

- i. The Contractor shall provide **9** (#) group residence or skilled nursing facility units to eligible Clients.
- ii. The Contractor shall provide the following services as applicable to meet the needs of eligible Clients:
 - a) Case management services, including but not limited to: assisting Clients in accessing financial and medical entitlement programs for which they are eligible, Social Security Income (SSI), Social Security Disability (SSD), and Title XIX; accessing primary health care, substance abuse and/or mental health treatment, counseling, crisis intervention and advocacy, employment options, and HIV prevention services;
 - b) Laundry facilities;
 - c) Access to meals: Clients are either provided prepared meals or access to a kitchen where they may prepare their own meals;
 - d) Community building activities such as house meetings, communal meals, support groups, Client councils;
 - e) A "harm reduction philosophy" will be implemented for clients who have relapsed from substance abuse or continue to abuse substances, so that health care, support and housing continue to be provided to such eligible Clients;
 - f) Staff on-site and/or on call 24-hours a day, 7 days a week during uncovered shifts
 - g) Assistance with Activities of Daily Living;

- h) End-term care for eligible Clients who need assistance with nearly all activities of daily living, which assistance shall be provided by the Contractor or subcontractor for such assistance with local Visiting Nurse Association (VNA), hospices, or other appropriate home health agency;
- i) Annual Client satisfaction survey.

iii. The Contractor shall maintain (at a minimum) the following staff functions:

- a) Program Director/ Coordinator;
- b) Case Manager (1 to every 15 persons, maximum).

2. **EMERGENCY SHELTERS - DESCRIPTION OF SERVICES:** Throughout the Contract term, the Contractor shall provide at least one of the following components of services to persons that are literally homeless:

c. Component 3: Diversion from Shelter - to help clients resolve potential shelter need through assistance other than emergency shelter.

i. The Contractor shall provide diversion financial assistance for 225 households (based on a monthly average occupancy rate).

- a) Eligible costs include utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair, car repairs if primary transportation to employment, motel stay if shelter is not available, costs associated with obtaining identification and bus passes if primary transportation to employment.

ii. Annual Goals to be diverted: 225 individuals or families to be diverted annually.

B. CLIENT SELECTION CRITERIA FOR ALL COMPONENTS: The Contractor shall serve clients who fulfill the following HUD categories defining homelessness:

1. Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

a. Supporting documentation is listed in the HUD homeless Definition Recordkeeping Requirements. See <http://portal.hud.gov/hudportal/documents/huddoc?id=14-12cpdn.pdf>.

2. Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

a. Supporting documentation is listed in the HUD homeless Definition Recordkeeping Requirements.

3. Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

a. Supporting documentation is listed in the HUD homeless Definition Recordkeeping Requirements.

C. CLIENT-BASED OUTCOME MEASURES

1. The Contractor shall implement the programs and services described herein to assure the following outcomes on behalf of Clients. Such outcomes shall be measured in the manner described herein and documented by the Contractor in its Client's records. The Department shall, at its option, monitor results achieved pursuant to these terms and conditions.
 - a. **ESS, RRP, ESG Outcomes and Measures:** Client attains alternative housing and/or accesses social and/or treatment services. Alternative housing includes, but is not limited to, transitional housing, residential treatment programs, supportive and permanent housing. Social services include but are not limited to domestic violence abuse counseling, family counseling, educational and employment and financial counseling, child care, security deposit and rental assistance programs. Treatment services include, but are not limited to, residential and outpatient mental health and substance abuse treatment and medical treatment.
 - i **Measure 1**
 - a) **Individuals:** At least 75 % of Clients access another community housing setting such as transitional housing, residential (treatment) program, or permanent housing.
 - b) **Families:** At least 80 % of Clients access another community housing setting such as transitional housing, residential treatment program, or permanent housing.
 - ii **Measure 2**
 - a) **Individuals:** At least 100 % of Clients access additional social and/or outpatient treatment services as needed in the housing plan
 - b) **Families:** At least 100 % of Clients accesses additional social and/or outpatient treatment services as needed in the housing plan
 - iii **Measure 3**
 - a) **Individuals:** For Clients whose housing plans include agreed upon goals of accessing information on health, education, housing, budgeting, and/or other services as defined in in the program component selected above, in order to make informed decisions about their health, education, finances, housing and other identified needs, 100 % were provided with such information, as individually appropriate, in order to enable them to make informed decisions on meeting those needs.
 - b) **Families:** For Clients whose housing plans include agreed upon goals of accessing information on health, education, housing, budgeting, child care and/or other services as defined in in the program component selected above, in order to make informed decisions about their health, education, finances, housing and other identified needs, 100% were provided with such information, as individually appropriate, in order to enable them to make informed decisions on meeting those needs.
 - iv **Measure 4**
 - a) 100% of clients have come in to the program through local coordinated access.
 - v **Measure 5**
 - a) At least 80% of clients have a positive outcome from program discharge.

b) No more than 20% of clients will be discharged to homelessness

b. **AIDS OUTCOME 1: Program will strive to maintain maximum capacity.**

a. **Measure 1:** Program will maintain an occupancy rate of 80%.

c. **AIDS OUTCOME 2: Clients with HIV/AIDS receive services and support to improve their quality of life.**

- a. Measure 1: 80 %of Clients will maintain housing stability; avoid homelessness and access care each year.
- b. Measure 2: 100% of Clients will have income below 80% of area median income upon intake.
- c. Measure 3: 100% of Clients will have a housing plan for maintaining or establishing stable on-going housing within 60 days of intake.
- d. Measure 4: 100% of Clients will have contact with case manager/benefits counselor consistent with the schedule specified in Client's individual service plan.
- e. Measure 5: 100% of Clients had contact with a primary health care provider consistent with the schedule specified in c\Client's individual service plan.
- f. Measure 6: 75% of Clients have accessed and can maintain medical insurance/assistance.
- g. Measure 7: 50% of Clients have successfully accessed or maintained qualification for sources of income.
- h. Measure 8: 10% of total numbers of households have obtained an income-producing job.

d. **HMIS Outcome:** The Contractor shall maintain consistent data entry in the CT Homeless Management Information System to comply with Department approved parameters for data accuracy and completeness.

- a. **Measure 1:** Data quality and data completeness in HMIS shall be at or above 95%.
- b. **Measure 2:** "Don't Know" or "Refused" responses cannot exceed 5% of category response in the applicable data field.

**Anything over a 5% statistical variance to the outcome measures listed above is considered a material change in accordance with this Contract.*

D. REPORTING.

- 1. The Contractor will submit all required reports **electronically** to the Department's Program representative(s).
- 2. The Contractor further agrees to provide other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the Department will notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification will minimally include the required data, format, and date of submission for the report.
- 3. Financial Penalties for Late Reporting: In addition to procedures set forth in Part II, Subsection C. 16. of this Contract, the Department may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports. Such penalties will be \$500 per late report and may, at the discretion of the Department, be withheld from payments to the Contractor.
- 4. Programmatic Reporting - The Contractor shall submit the following reports to the Department's representative:
 - a. **Monthly Shelter Utilization Report**- Monthly Shelter utilization report generated from data collected through HMIS. The report shall be due within fifteen days following the end of each month.
 - b. **Six Month Progress Narrative Report** - 30 days following the end of each six-month reporting period; and the final report within 60 days following the end of the Contract period.

5. AID Reporting - The Contractor shall submit the following reports to the Department's representative: (*Please use only for AID providers. Delete if not applicable*)
 - a. **Six Month AIDS Housing Demographic Report:** "HOPWA/DOH AID APR" Report shall be generated from data collected through CTHMIS. The reports shall be due within thirty (30) days following the end of each six-month reporting period; and the final report within sixty (60) days following the end of the Contract period.
 - b. **AIDS Housing Program Semi-Annual Report** – AIDS Housing Program Semi-Annual Report is due with thirty (30) days following the end of each six-month reporting period; and the final report within sixty (60) days following the end of the Contract period.

E. OTHER PROGRAM REQUIREMENTS AS SET FORTH IN 24 CFR 574.

1. **Income Determination:** The Contractor shall determine and verify each Client's income on a 6 month basis. Income determination shall cover all members of the Client's household.
2. **HIV Status Determination:** The Contractor shall document each client's status, in accordance with and subject to confidentiality procedures. HIV status must be an originally signed document as provided by a licensed medical professional e.g. M.D., A.P.R.N., or Physician's Assistant.
3. **Income Verification and Subsidy Calculation:** All HOPWA beneficiaries (Contractor and/or Client) must be income eligible (family household income below 80% of area median income).
4. **Maximum Subsidy Calculation:** To calculate maximum subsidy for each Client the difference between the rent standard or reasonable rent (whichever is lower) AND the Client's contribution, as calculated under 24 C.F.R. § 574.310 The Contractor shall charge rent based on these rental calculations as required by HUD regulations.
5. The Contractor shall not charge any fees, except rent, to the client for any housing or services provided with HOPWA funding.
6. **Housing Quality/Habitability Standards:** Units must be decent, safe and sanitary. See 24 CFR 574.310
7. **Lead Based Paint Requirements:** HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant or project based), facility based, and through short term rent, mortgage and utility assistance.
8. **Transition Plan:** The Contractor shall develop and present to the Department for its review and approval a transition plan for clients supported through the Department funds that shall describe how the Contractor shall continue to provide services to or shall transition the Department funded clients to alternate locations in the event that the Department funds are substantially reduced or are lost to the Contractor. The transition plan must be submitted to the Department no later than thirty (30) business days upon execution of the Contract. The Department shall review such plan and, if applicable, will approve the same. Thereafter, the Contractor shall review the approved plan on a quarterly basis. Any revisions to the plan must be presented to and approved by the Department.
9. The Contractor must attend and participate in their local Coordinated Access Network (CAN), Continuum of Care, Community Care Teams and all collaborative meetings around serving homeless populations in the CAN, as appropriate for the Contractor's regional catchment area.
10. Program staff must be able and willing to collaborate and case conference with all agencies in their respective coordinated access network with the shared goal of ending homelessness.
11. Contractors will use statewide standardized assessments and program policies and procedures once they are developed in collaboration with Continuum of Care, CT Coalition to End Homelessness (CCEH) and the providers attending the Opening Doors committee meetings.

12. Connecticut Homeless Management Information System Requirements:

- a. Connecticut Homeless Management Information System (CTHMIS) is an electronic data collection system that stores Client-level information about homeless persons who access the homeless service system. CTHMIS is utilized by the Contractor to maintain and track Client level demographics, services and outcome data. The Department authorizes the Contractor to utilize CTHMIS for data entry and submission of reporting requirements associated with CTHMIS and Department reporting requirements. CTHMIS is to be used by Department funded AIDS housing providers to collect required data relevant to AIDS housing and supportive services.
- b. Universal Data Elements – Universal Data Elements are identified in the Connecticut Coalition to End Homelessness’s (hereinafter referred to as ‘CCEH’) CTHMIS Data and Technical Standards, as required by US Department of Housing and Urban Development (hereinafter referred to as ‘HUD’). CTHMIS Data and Technical Standards shall include but not be limited to standardized information on the characteristics, service patterns and service needs of homeless persons and families. The Contractor shall adhere to the Data and Technical Standards when entering data into their identified HMIS system.
- c. The Contractor must utilize the CTHMIS, as required by HUD, for data entry and reporting purposes, and keep all data current with data quality and completeness at 95% or more.
- d. The Contractor must identify the HMIS Data Coordinator. The HMIS Data Coordinator must attend at least 75% of scheduled HMIS Data Coordinator meetings convened by Nutmeg Consulting, LLC on behalf of the Department.
- e. CT HMIS Outcome: The Contractor shall maintain consistent data entry in the CT Homeless Management Information System to comply with Department approved parameters for data accuracy and completeness.
 - i. **Measure 1:** Data quality and data completeness in HMIS shall be at or above **95%**.
 - ii. **Measure 2:** “Don’t Know” or “Refused” responses cannot exceed **5%** of category response in the applicable data field.
 - iii. **Measure 3:** The monthly shelter utilization rate, as reported in the Monthly Shelter Utilization Report ,shall be at or above **80%**.
 - iv. **Measure 4:** If the monthly shelter utilization rate falls under **80%** for more than 3 months consistently during this Contract period, the Contractor will communicate with DOH to explain the reasons for the low utilization rate.
 - v. **Measure 5:** Returns to homelessness shall be at or below **15%** annually. This will include shelters within the Contractor’s region.
- f. The Contractor shall utilize HMIS and Universal Data Elements for data collection purposes, which shall allow the Contractor to efficiently provide customers with access to services as well as capture unduplicated counts associated with homeless and at risk of homeless persons living with HIV/AIDS and families residing in AIDS housing programs. To accomplish the goal of obtaining an unduplicated count of homeless and at risk of homeless persons living with HIV/AIDS and families residing in the Contractor’s catchment area, the Contractor shall.
 - i. Use CTHMIS for data entry and client tracking purposes.
 - ii. Contact identified technical assistance provider to provide technical assistance when issues arise associated with CTHMIS. Technical assistance shall be, but not limited to the follow forms of support: user support, system maintenance, staff training, data integrity questions, troubleshooting, etc.
 - iii. Enter, at a minimum, of the following demographic elements: clients served, housing utilization, persons not provided housing, age breakout, race/ethnicity, family composition, education, major source of income, HIV/AIDS status, reasons for loss of housing, contributing factors to homelessness or risk of homelessness, veteran status, etc.

- iv. Develop policies and procedures for the Contractor's staff, which articulate how the CTHMIS system should be used, for its data collection purposes, reporting requirements and method of random sampling to ensure system compliance.
- v. Ensure proper data collection through CTHMIS.
- vi. Attend required training, as appropriate.

F. FINANCIAL REPORTING REQUIREMENTS.

1. **Interim Fiscal Report:** The Contractor shall submit an 8 Month Interim Fiscal Report, covering the period July 1 through February 28, no later than March 31 of each Contract year. The interim Fiscal Reports shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the life of the Contract.

The Contractor shall submit to the Department budget revision requests for variances indicated in the Interim Fiscal Report no later than March 31 of each Contract year. The Contractor shall comply with Department requirements as to the form and content of these submissions.

2. **Annual Financial Report:** The Contractor shall submit an Annual Financial Report, covering the period July 1 through June 30, no later than September 30 of each Contract year. The Annual Financial Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the life of the Contract.
3. **Annual Audit:** Notwithstanding the provisions of Part II, Section C.5. of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the Contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
4. **Interest earned** - Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next financial report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income

G. PROGRAM ADMINISTRATION AND QUALITY ASSURANCE

1. General Program Administration and Quality Assurance Provisions
 - a. The Contractor's administrative office is located at at 211 Wethersfield Avenue, Hartford, CT 06114.
 - b. The Contractor's Program Services location is 211 Wethersfield Avenue, Hartford, CT 06114 and 118 Main Street, Hartford, CT 06106.
 - c. The Contractor will convene a full meeting of its Board of Directors in accordance with its bylaws during the Contract period.
 - d. The Contractor agrees to participate in any evaluation program as constructed and/or endorsed by the Department.
 - e. The Contractor agrees to comply with any and all applicable regulations adopted by the Department, pursuant to HIV/AIDS Residential Programs and, as applicable, require that all pertinent subcontractors comply as well.

- f. The performance of the Contractor, and applicable subcontractors, shall be reviewed and evaluated by the Department at least annually, ranging from an administrative desk audit to a full on-site programmatic audit with a client focus group using a risk analysis to determine the level of evaluation. When determined by the risk analysis the Contractor, and applicable subcontractors, agrees to participate and abide by the results of a programmatic audit performed by Department staff and AIDS Connecticut (ACT) in accordance with The Standards of Care, Supportive Housing for Persons Living with HIV/AIDS produced by AIDS Connecticut, published 1994, and revised 2015. Such audits will be performed by a consultant hired by ACT, as well as by Department staff, and will be performed by examination of Client files, client focus groups, staff interviews, documents and reports, and site visits to funded facilities and program sites administered by the Contractor. Contractors are required to achieve “Meets Standards” or higher compliance with The Standards as determined by the audit. The results of the audit and subsequent recommendations will be made available to the Contractor. In the event that the Contractor fails to meet the threshold, they will be required to submit to the Department improvement corrective action plan within 60 days of receipt of audit report and upon approval by the Department will implement changes as dictated by the plan, under advisement by the ACT. This will also guarantee a follow-up review the following year. The Contractor’s Board of Directors shall review results and record such review in Board minutes. In the event that the Contractor succeeds in achieving a “High Quality” score, they will not be required to have a review the following year.
- g. Contractor shall use reasonable efforts to ensure that Clients complete a client satisfaction survey *[for each separate program]* provided by the Contractor. A summary of these surveys will be presented to the Board of Directors and approved in the Board minutes. These minutes will be reviewed during the Department’s annual visit.
- h. The Contractor shall seek prior approval from the Department before making any changes to any Program or Program components
- i. Personnel.
- i. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor’s location in the Contractor’s files and be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within 10 days of receipt of such request.
- ii. **Notification of Changes in Key Personnel:** Contractor shall immediately notify the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Department funded programs, and officers and members of the Contractor’s Board of Directors. The Contractor shall also notify the Department of changes in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.
- iii. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other Agencies pursuant to the services provided under this Contract and, as applicable, require that all pertinent subcontractors comply as well.
- j. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client, the Contractor hereby agrees to the following:
- a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients; and
- b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

H. PAYMENT AND BUDGET PROVISIONS

1. **Payment Provisions.** The Department agrees to pay for the services provided and as described under this Contract up to a maximum amount not to exceed **\$3,339,966** for the entire Contract period.
 - a. The Department agrees to pay for the services provided in Part I, Section A.1.as described under this contract for an amount not to exceed **\$1,696,500.00** for the contract period July 1, 2016 through June 30, 2019.
 - b. The Department agrees to pay for the services provided in Part I, Section A.2.as described under this contract for an amount not to exceed **\$1,643,466.00** for the contract period July 1, 2015 through June 30, 2018.
2. **Payment Schedule.** Payment shall be released by the Department on a quarterly basis, contingent upon full execution of the Contract; availability of funds; and submission and approval by the Department of all applicable programmatic and fiscal reports.
3. When the Department's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or underutilization of Contract funds are likely to occur by the end of each state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty days' written notification to the Contractor.

5. Budget Provisions

a. Budget

Effective Date: **9/8/2016**
 CONTRACT NUMBER: 15DOH0401BX A1 - \$3,339,966
 CONTRACT PERIOD: 07/01/2015 through 06/30/2017
 ST FISCAL YR (SFY): 2017
 PROVIDER: Mercy Housing and Shelter Corporation
 Approved by: **Berryja**

4000 INCOME		AID-STATE	ESS-STATE		
Program Funding Period:		07/01/2016 through 06/30/2017	07/01/2016 through 06/30/2017		
		SFY16- \$937,244+SFY17- \$918,611+SFY18- \$918,611+SFY19- \$565,500=CONTR ACT TOTAL \$3,339,966		Total Income	
4100	CONTRACT FUNDING	SID	\$ 565,500	\$ 353,111	\$ 918,611
4101	State Funds	\$149 -DOH... 1200901/		\$ 353,111	\$ 353,111
4101	State Funds	\$149 -DOH... 1200902/	\$ 565,500		\$ 565,500
TOTAL INCOME			\$ 565,500	\$ 353,111	\$ 918,611
5000 DIRECT EXPENSES		AID-STATE	ESS-STATE	Total Expenses	
5100	SALARIES		\$ 225,977	\$ 57,534	\$ 283,511
5101	Staff Salaries & Wages		\$ 225,977	\$ 57,534	\$ 283,511
5200	FRINGE BENEFITS		\$ 63,574	\$ 14,944	\$ 78,518
5300	CONTRACTUAL SERVICES		\$ 12,823	\$ 157	\$ 12,980
5304	Other Contractual (specify in narrative)		\$ 12,823	\$ 157	\$ 12,980
5400	TRANSPORTATION		\$ 6,758	\$ -	\$ 6,758
5401	Staff Travel Reimbursement		\$ 5,628		\$ 5,628
5403	Vehicle Maintenance		\$ 950		\$ 950
5404	Other Transportation (specify in narrative)		\$ 180		\$ 180
5500	MATERIALS AND SUPPLIES		\$ 1,740	\$ -	\$ 1,740
5501	Food		\$ 1,075		\$ 1,075
5503	Equipment (Less than \$5,000)		\$ 515		\$ 515
5504	Other Mtrls and Sppls (specify in narrative)		\$ 150		\$ 150
5600	FACILITIES		\$ 18,325	\$ -	\$ 18,325
5602	Security		\$ 300		\$ 300
5603	Maintenance & Repair - Facility and Plant		\$ 3,150		\$ 3,150
5604	Utilities		\$ 14,875		\$ 14,875
5800	OTHER EXPENSES		\$ 26,737	\$ -	\$ 26,737
5801	Communications		\$ 3,150		\$ 3,150
5802	Insurance		\$ 22,937		\$ 22,937
5803	Housekeeping		\$ 650		\$ 650
5900	CLIENT SUBSIDIES		\$ 123,035	\$ 227,149	\$ 350,184
5902	Nutrition/Food Vouchers		\$ 300		\$ 300
5904	Housing		\$ 121,588		\$ 121,588
5905	Personal Items		\$ 1,037		\$ 1,037
5906	Other Client Subsidies (specify in narrative)		\$ 110	\$ 227,149	\$ 227,259
TOTAL DIRECT EXPENSES			\$ 478,969	\$ 299,784	\$ 778,753
7000 INDIRECT EXPENSES		AID-STATE	ESS-STATE	Total Expenses	
7100	ADMINISTRATIVE & GENERAL		\$ 86,531	\$ 53,327	\$ 139,858
7111	Staff Salaries & Wages		\$ 66,077	\$ 42,475	\$ 108,552
7120	Fringe Benefits		\$ 20,454	\$ 10,852	\$ 31,306
TOTAL INDIRECT EXPENSES			\$ 86,531	\$ 53,327	\$ 139,858
TOTAL EXPENSES			\$ 565,500	\$ 353,111	\$ 918,611
INCOME/EXPENSE SUMMARY		AID-STATE	ESS-STATE	Total	
TOTAL INCOME		\$ 565,500	\$ 353,111	\$ 918,611	
TOTAL EXPENSES		\$ 565,500	\$ 353,111	\$ 918,611	
EXCESS/(SHORTAGE)		\$ -	\$ -	\$ -	

b. Future funding period budgets shall remain the same until, and unless, formally revised via the Department's budget revision process or via Contract amendment.

6. **Equipment:** is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by the Department under this Contract will be considered the property of the Department. Equipment will be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases will be considered to be the property of the Contractor. Equipment to be purchased for the program with Department funds must be identified and the cost itemized in the approved budget in Part I of this Contract or in a budget revision form. The following provisions apply to equipment purchases made in full or in part with Department funds:

- a. Contractor shall obtain the prior approval of the Department either through the Contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.
- b. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.
- c. Contractor shall maintain an inventory of all equipment purchased with Department funds.
- d. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.
- e. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.
- f. If Department funding to the Contractor is terminated or not renewed, the Department will determine the manner of the disposition of all equipment purchased in full or in part with Department funds by:
 - (1) permitting the Contractor to retain and use the property;
 - (2) allowing the Contractor to sell the equipment and return the proceeds to the Department, minus an agreed upon amount to compensate for the costs of selling the property; or
 - (3) returning the equipment to the Department.

7. **Unexpended Funds.**

- a. Whenever the Department determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this Contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the Department in the following manner:

Funds paid to the Contractor shall be identified by the Department's "Special Identification Number" (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the audited financial statement, or Uniform Chart of Accounts or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor's Annual Financial Report/Year End Uniform Chart of Accounts to determine any unexpended funds. If payments made by the Department exceed the expenses reported, the Department may recoup such payments by requesting

payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future Contract payments an amount equal to such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice.

- c. The Contractor may request permission from the Department to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request: (1) is made to the Department in writing no later than September 30; (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward; (3) clearly explains why the Contractor has not fully expended payments made by the Department under this Contract; (4) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and (5) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor's governing authority. The Department may request an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount. Upon determination by the Department that the Contractor has performed in accordance with the terms and conditions of the Contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, the Department may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section a. of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the unexpended federal funds were originally accrued. Contractor shall not use unexpended federal funds approved for carry forward for any purpose other than one for which the Department has granted specific prior written approval.
- d. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this Contract be designated for a special or future use provided that such request: (1) is made to the Department in writing in advance of such use; (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses; (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, the Department, funds so designated shall not be deemed unexpended funds and shall not be subject to section a. of this provision.
- e. Absent specific prior written approval from the Department under section b. or section c. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by the Department to be unexpended funds and all such funds shall be subject to section a. of this provision.

I. BUDGET VARIANCE.

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in this Contract for a single component without prior notification of the Department under the following conditions:
 - a. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
 - b. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.

- d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
 - e. All such transfers will be reflected on the next submitted financial report.
2. The Department requires the following changes in approved Program budgets to have prior written Department approval by a formal budget revision and/or formal Contract amendment:
- a. The purchase of an item of equipment not approved in the original budget.
 - b. A transfer that involves an increase of an approved category amount by more than **20%** or **\$5,000.00**, whichever is greater.
 - c. Any increase in compensation for services under a third party contract.
 - d. Any transfers of funds from one component to another.
 - e. Any transfer of budgeted Program income or food reimbursement. The Department will respond to a properly executed request within 30 days of receipt.
 - f. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days **prior** to the end of each Contract year during the Contract period, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except those which the Department has expressly approved in writing and in advance.

J. FEDERAL AND STATE REQUIREMENTS.

1. Federal Requirements

- a. The Contractor's DUNS number is **198768772**.
- b. Block Grant Funding – It is contemplated that the Department will utilize Federal Block Grant funding for this Contract. The Department's obligation to pay under the terms of the Contract is conditioned upon the Legislature approving the block grant plan and funding in accordance with [C.G.S. § 4-28b](#) that is consistent with expenditures under this Contract.
- c. For SSBG/TANF funding, the Contractor ensures all families served are at or below 200% of Federal Poverty Level.
- d. **Income eligibility requirements:** The Contractor will provide Program services to clients who have reported incomes at or below 150% of the Federal poverty income guidelines
- e. Funding Identification
 - i. Federal funding has been provided for this Contract as follows:

Catalog of Federal Domestic Assistance (CFDA) Title: Social Services Block Grant
CFDA Number: 93.667
Award Name: Social Services Block Grant (SSBG) Award Number: 75-1534-0-1-506
Award Year: 2017, 2018 and 2019
Research and Design: No
Name of Federal Agency Awarding: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA) Title: Emergency Shelter Grants Program
CFDA Number: 14.231
Award Name: Emergency Shelter Grants Program
Award Number: 86-0192-0-1-604
Award Year: 2016
Research and Design: No
Name of Federal Agency Awarding: Community Planning and Development, Department of Housing and Urban Development

f. Federal Office of Management and Budget Requirements.

- i. This Contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
- ii. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).

g. Unless otherwise notified by the Department, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.”

h. Federal Funding Accountability and Transparency Act (FFATA):

- i. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the Department with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
- ii. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the Department that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor’s failure to comply may impact future issuance of payments by the Department.

i. **Trafficking Victims Protection Act of 2000.**

- i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104); and is now located at 2 CFR Part 175, the Department shall terminate this Contract immediately and report such termination to the federal Health Resources and Services Administration if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors:
 - (a) Engage in severe forms of trafficking in persons (as such term is defined in the above-referenced act) during the period of time that the award is in effect;
 - (b) Procure a commercial sex act (as such term is defined in the above-referenced act) during the period of time that the award is in effect; or
 - (c) Use forced labor in the performance of the services under this Contract.

ii. Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

2. State Requirements

- a. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the Contract, the Contractor shall submit its A-133 (further information set forth at https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014) and state single audit electronically to the Department through a state-wide electronic system. The system is entitled “Office of Policy and Management - Electronic Audit Reporting System (EARS)”. The link to access the system is: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Department an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the Department with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the Department under this Contract may be used for a service match. The Contractor must obtain Departmental permission prior to identifying any or all of the allocated services as a service or monetary match. The Department shall respond to all requests within five (5) business days of receipt.

K. SUBCONTRACTED SERVICES

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this Contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.
3. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 3 below.
4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
- a. Client-Related Safeguards (Section B);
- b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit Requirements, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contractor, Indemnification [of the State], Insurance, Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Record Keeping and Access, Protection of Personal Data, Litigation, and Sovereign Immunity;

- c. Changes to the Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
 - d. Statutory and Regulatory Compliance (Section E).
5. The Contractor agrees to be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall bear full responsibility, without recourse to the Department, for the subcontractor's performance.
 6. The Contractor shall retain the Department's written approval and each subcontract.
 7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Department Head or such other Department employee appointed by the Department Head pursuant to C.G.S. § 4-8. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the Contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the Contract to promptly pay the subcontractor for services rendered.

L. PROCEDURES FOR TERMINATION

1. **Termination by the Department.** In addition to the sections in Part II of this Contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
 - J. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - K. If the Department so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Department all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 - L. Complete the performance of the work that has not been terminated by the Notice of Termination; and
 - M. Be entitled to payment for services agreed upon by the parties and rendered to the Department's satisfaction through the effective date of termination.
2. **Reduction of Services by Either Party or Termination by the Contractor.** In the event that either party closes, reduces services or relocates any program funded under this Contract; the Department does not offer funding for any Program herein for any subsequent fiscal year; the Contractor terminates this Contract in accordance with its terms; or the fiduciary responsibility of the Contractor changes for any reason; pursuant to Part II D. 7. of this Contract, the Department and the Contractor shall negotiate and resolve the following issues:
 - a. the time lines for closure of the program;
 - b. closure of admissions and the transfer or clients remaining in the program at the time of closure;
 - c. the amount of any final payments due the Contractor or refunds due the Department;
 - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;

- e. the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations;
- f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
- g. any other issues pertinent to the specific situation causing the reduction or termination of services.

M. OTHER TERMS

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

4. All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

SIGNATURES AND APPROVALS

ISDOH04018X

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

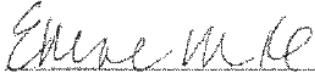
CONTRACTOR - MERCY HOUSING AND SHELTER CORPORATION



DAVID MARTINEAU, Executive Director

9/21/16
Date

DEPARTMENT OF HOUSING



EVONNE M. KLEIN, Commissioner

9/28/16
Date

CONNECTICUT ATTORNEY GENERAL

Approved as to form:



Attorney General (Approved as to form)

10/12/16
Date