

STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

55 FARMINGTON AVENUE - HARTFORD, CONNECTICUT 06105-5033

6/13/2016

Ms. Marie L. Allen
Executive Director
Southwestern CT Agency on Aging, Inc.
1000 Lafayette Blvd. 9th Floor
Bridgeport, CT 06604

Contract #: **16DSS5101XX/ 015-1XX-DWS-1**
Period: 06/01/16-12/31/18

Amount: **\$821,500.00**

Dear Ms. Allen:

I am pleased to inform you that the above referenced contract has been fully executed and approved. Attached is a scanned copy of the original amendment for your files.

Requests for Payment should be completed and directed to the program contact identified below. The Department will process requests for payment in accordance with the terms of the contract. Your receipt of payment is contingent upon the continued availability of funds and your agency's compliance with the terms of the contract.

For issues or concerns related to the Program please direct your inquiries to:

PROGRAM

Kathy Bruni
(860) 424-5177
kathy.a.bruni@ct.gov

CONTRACT

Marcia McDonough
(860) 424-5214
marcia.mcdonough@ct.gov

Sincerely,

Roderick L. Brenby
Commissioner

Cc: Kathy Bruni
Contract file



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Southwestern Connecticut Agency on Aging, Inc.
Contractor Name

Department of Social Services
Awarding State Agency

[Handwritten Signature]
State Agency Official or Employee Signature

6/6/2016
Date

Roderick L. Bremby
Printed Name

Commissioner
Title

Sworn and subscribed before me on this 6th day of June, 2016
Kathleen M Brennan
Commissioner of the Superior Court
or Notary Public
Juris No 307252
My Commission Expires



Original Contract Number	16DSS5101XX	015-1XX-DWS-1
Maximum Contract Value	\$821,500.00	
Contractor Contact Person	Marie Allen	(203) 333-9288
DSS Contact - Contract	Marcia McDonough	(860) 424-5214
Program	Kathy A. Bruni	(860) 424-5177

**STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised September 2011**

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 55 FARMINGTON AVENUE

City: HARTFORD State: CT Zip: 06105

Tel#: (800) 842-1508 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Southwestern Connecticut Agency on Aging, Inc.

Street: 10000 Lafayette Blvd. 9th Floor

City: Bridgeport State: CT Zip: 06604

Tel#: (203) 333-9288 FEIN/SS#: DUNS:

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from 6/1/2016 through 12/31/2018.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 55 FARMINGTON AVENUE HARTFORD, CT 06105 Attention: Marcia McDonough	If to the Contractor:	Southwestern Connecticut Agency on Aging, Inc. 10 Middle Street, Bridgeport, CT .06604 Attention: Kathy A. Bruni
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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PART I. SECTION ONE - OVERVIEW, SECTION TWO - SCOPE OF WORK, SECTION THREE -- BUDGET AND PAYMENT

The Contractor shall provide the following specific services for the **Care Management for Acquired Brain Injury Waiver Program** and shall comply with the terms and conditions set forth in this Contract as required by the Agency, 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 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.

SECTION ONE – OVERVIEW

A. CONNECTICUT ACQUIRED BRAIN INJURY PROGRAM

The Acquired Brain Injury (ABI) waiver programs are established to provide a range of nonmedical, home and community-based services to individuals 18 years of age or older with an ABI who without such services, would otherwise require placement in a hospital, nursing facility (NF) or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). The intention of the ABI waiver programs is to enable such individuals, through person-centered planning, to receive community-based services necessary to allow such individuals to live in the community and avoid institutionalization.

The ABI waiver programs use Medicaid funding to provide supports and services that will allow and assist persons with acquired brain injuries to successfully remain in the community. ABI waiver program applicants may be persons currently institutionalized that desire to reside in the community or be persons seeking participation in the ABI waiver programs to prevent institutionalization.

ABI waiver program services may be considered when informal supports, (e.g. non-paid providers or in-kind), local, state, federally funded services or Medicaid State Plan Services are insufficient to ensure the health and welfare of the individual in the community and Medicaid, as the payer of last resort.

A 1915c Medicaid Waiver Program allows the State of Connecticut to “waive” certain requirements of the Title XIX Program, specifically certain income guidelines and available service array. It facilitates the provision of expanded community supports to persons who would otherwise require living in an institution or nursing home. People must meet the Institutional Level of Care requirement to qualify for ABI services under the waivers. Institutional Level of Care requirements are Nursing Facility, ABI Nursing Facility, and Intermediate Care Facility for persons with Intellectual Disability, Chronic Disease Hospital.

1. Philosophy

The philosophy of the ABI waiver program is to support a Consumer’s right to live in the community and to identify the Consumer’s goals and those activities to achieve those goals. Program services for ABI waiver Consumers are identified through a **person-centered team planning process**. Service selections are made to support the strengths, needs, choices, and goals of the individual program Consumer.

The individual waiver Consumer (or his or her conservator, if appropriate) is the primary decision-maker and works in cooperation with providers and the Consumer’s natural supports (family, friends, and community contacts) to develop a plan for services. This process is intended to facilitate increased independence, greater community inclusion, self-reliance and the identification of meaningful and productive activities.

2. Eligibility

Persons 18 to 64 years of age are appropriate applicants if they meet the programmatic, categorical, and financial eligibility requirements of the ABI waiver programs.

3. Categorical Eligibility

ABI waiver eligibility is limited to individuals who have been deemed to be disabled and determined to be Medicaid eligible by the Department.

4. Programmatic Eligibility

To be eligible for an Acquired Brain Injury waiver a person must:

1. Have an acquired brain injury that is not the result of a developmental or degenerative condition;
2. Meet the Department's "Level of Care" requirements;
3. Seek to live in the community, rather than an institution;
4. Be able to participate, directly or through a conservator, if appropriate, in the development of a Service Plan that offers a community alternative to institutional living.

NOTEWORTHY: A conserved person may still be able to participate in the program or have a designated representative to participate on their behalf.

5. Financial Eligibility

It is important to note that the ABI waiver programs are a Medicaid (Title XIX) Program. To be eligible the Consumer must be eligible for the Department's Title XIX Medical Assistance Program.

- The Medicaid coverage group of an ABI waiver program recipient should be one of the following: Waiver W01, State Supplement S01, or Medicaid for the Employed Disabled (MED) SO4 and S05.
- Long-term care assistance financial eligibility rules apply (not community Medicaid rules) which includes: Five (5) year look back period for transfer of assets; treatment of income and assets of spouses; and categorization of the Consumer as a one-person assistance unit.

ABI waiver applicants/Consumers may request that Department of Social Services to provide "reasonable accommodations," so that people with disabilities can apply for and maintain their eligibility for state supports, such as Medicaid, SNAP (food stamps), and supplemental aid to the aged, blind or disabled.

6. Income

- The gross income limit is 300% (or 3x) of the current base Supplemental Security Income (SSI) rate. The SSI amount usually changes every January. Annually Central Office (CO) notifies staff of the current rate and of any changes in rate.
- Different income limitations are allowed for people who are employed and eligible for the Medicaid for the Employed Disabled (MED) program.

7. Assets

- Waiver Medicaid uses the regular community program asset limit, which is \$1600.00.
- There is an exception to the asset limit when the Consumer is eligible for the Medicaid for the Employed Disabled (MED) Program; the asset limit is \$10,000 for an individual or \$15,000 for a couple. There are additional asset exclusions. These can be verified at time of application with the Eligibility Services Worker (ESW).
- If there is a spouse, a spousal assessment will be done by the ESW.

8. Applied Income

- An individual who meets the gross income test may be required to use or “apply” a part of his or her income toward the cost of care. This will occur when the income exceeds 200% (or 2x) of the current federal poverty level (FPL). FPL changes in April of each year. All income over this amount must be “applied” to the cost of services and paid to the fiduciary agent (organization responsible for fiscal administration of the Personal Care Assistance (PCA) Waiver Program).
- The amount of the person’s applied income may be reduced in certain circumstances, as determined by the ESW.
- Medicaid for the Employed Disabled (S05) recipients will not have an applied income when their income exceeds 200% (or 2x) of the FPL. Rather, these Consumers will pay a premium in order to participate in the Medicaid program. Consumers may opt to delay premium payments until they have a waiver start date. The Department’s ESW will make the determination as to the amount of the premium and when the Consumer begins payment.
- Although the income of a spouse is not considered in the initial determination of eligibility, it is possible though rare, that the spouse may be billed a monthly amount based on that income, towards the cost of the services.

The following hyperlink is provided as an informal step by step guide of the required process, [Application to Service Plan](#).

9. ACRONYMS/DEFINITIONS

ABI	Acquired Brain Injury
ABI/NF	Acquired Brain Injury/ Nursing Facility
ADL	Activities of Daily Living ²
BFO	Best and Final Offer
CBIS	Certified Brain Injury Specialist
CDH	Chronic Disease Hospital
C.G.S.	Connecticut General Statutes
CM	Care Management
CMS	Centers for Medicare and Medicaid Services
CO	Central Office
CT	Connecticut
DAS	Department of Administrative Services (CT)
Department/ DSS	Department of Social Services
DMHAS	Department of Mental Health Addiction Services
ESW	Eligibility Social Worker
FOIA	Freedom of Information Act (CT)

FPL	Federal Poverty Level
HCBS	Home and Community-Based Services
ICF/IID	Intermediate Care Facility for Individuals with Intellectual Disabilities
ICF/MR	Intermediate Care Facility for Mentally Retarded or developmentally disabled persons
IRS	Internal Revenue Service (U.S.)
LLR	Legally Liable Relative
LOC	Level of Care
LOI	Letter of Intent
MED	Medicaid for the Employed Disabled
MMIS	Medicaid Management Information System
NF	Nursing Facility
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
PCA	Personal Care Assistance
POS	Purchase of Service
PMPM	Per Member Per Month
RFP	Request for Proposals
SSI	Supplemental Security Income

NOTEWORTHY: Pursuant to the following definitions, an individual may be an applicant or a Consumer in the ABI waiver program.

1. "Acquired Brain Injury" or "ABI" means the combination of focal and diffuse central nervous system dysfunctions, immediate or delayed, at the brainstem level or above. These dysfunctions may be acquired through physical trauma, oxygen deprivation, infection or a discrete incident that is toxic, surgical or vascular in nature. The term "ABI" does not include disorders that are congenital, developmental, degenerative, associated with aging or that meet the definition of mental retardation as defined in Section 1-1g of the Connecticut General Statutes.

2. "Acquired Brain Injury Nursing Facility" or "ABI NF" means a type of nursing facility that provides specialized programs for persons with an acquired brain injury.

3. "Acquired Brain Injury waiver programs" or "ABI waiver programs" or "programs" or "waiver" means the programs administered by the Department of Social Services, described in a federal Medicaid waiver and approved by the Secretary of the

United States Department of Health and Human Services pursuant to 42 USC 1396n as amended from time to time, for the provision of ABI waiver services to adults.

4. "Acquired Brain Injury waiver services" or "ABI waiver services" means all or some the services provided to Consumers in the ABI waiver programs.
5. "Activities of Daily Living" or "ADLs" means activities or tasks that are essential to an individual's health, welfare and safety including, but not limited to, bathing, dressing, eating, transfers and bowel and bladder care.
6. "Agency provider" means a provider, employed by an agency, who provides ABI waiver services to Consumers participating in the ABI waiver programs.
7. "Applicant" means an individual who, directly or through a representative, completes an ABI waiver program application form and submits it to the Department.
8. "Applied income" means the portion of the Consumer's income that exceeds 200% of the Federal Poverty Level that may be applied to the cost of waiver services.
9. "Care Management Services" include a comprehensive Initial Assessment of the Consumer's needs, verification or modification of the Department's Level of Care determination, Service Plan development and implementation, service coordination including informal supports, monitoring the effectiveness of the Service Plan, Reassessments, modifying the Service Plan as Consumers' needs change, assistance with entitlements and accessing community resources.
10. "Chronic Disease Hospital" or "CDH" means a long-term hospital having facilities, medical staff and necessary personnel for the diagnosis, care and treatment of a wide range of chronic diseases.
11. "Commissioner" means the Commissioner of Social Services.
12. "Conflict-free Care Management" means the Care Manager is independent and provides no ABI waiver services other than Care Management.
13. "Cost effective" or "cost effectiveness" means the Department's determination that payments for the individual's total service costs do not exceed either the individual caps or available funding for the ABI waiver programs.
14. "Department" or "DSS" means the state of Connecticut Department of Social Services.
15. "Family member" means a person who is related to the individual, by blood, adoption or marriage.
16. "Executive functions" means the processes by which an individual plans, prioritizes, organizes, sets goals, executes strategies and monitors personal behavior.
17. "Fiscal Intermediary" means an agent or agents under contract with the Department that is responsible for: paying providers for services delivered; registering qualified providers; providing training and outreach to individuals and providers of services under the ABI Waiver programs; and performing other administrative functions requested by the Department.
18. "Hands on care" means assistance with ADLs including the prompting and cueing necessary for an individual to perform ADLs.
19. "Home and community-based service" means a combination of services provided under the waiver and the Medicaid State Plan that enables the Consumer to remain or reside in a community setting.
20. "Home and Community-based setting" has the same meaning as provided in 42 CFR 441.331(c)(4), as amended from time to time.
21. "Hospital" has the same meaning as provided in 42 CFR 440.10, as amended from time to time.

22. "Household employee" means a provider who performs chore, companion, homemaker, respite or personal care assistance services and who is employed by the individual and not an agency.

23. "Individual" means a person with an acquired brain injury who is applying for, or actively participating in, the ABI waiver programs.

24. "Informal supports" are non-paid providers; in-kind services.

25. "Initial Assessment" means a comprehensive, multidimensional written evaluation using a standard assessment form that is used to determine whether an individual meets the Level-of-Care criteria to participate in the ABI waiver programs.

26. "Institutional Level of Care" requirement is the Nursing Facility, ABI Nursing Facility, Intermediate Care Facility for persons with Intellectual Disability, Chronic Disease Hospital.

27. "Intermediate Care Facility for Individuals with Intellectual Disabilities" or "ICF-IID" has the same meaning as provided in 42 CFR 440.150, as amended from time to time, and is a facility licensed by the Connecticut Department of Developmental Services for the care and treatment of persons with intellectual disabilities.

28. "Intervention plan" means a document developed by a cognitive behaviorist that identifies the treatment goals and interventions for the individual and team.

29. "Legal representative" means an attorney, guardian, conservator, or a person holding a power of attorney appointed to act on the individual's behalf.

30. "Level-of-Care" means the type of facility, as determined by the Department, needed to care for an individual if the individual were not receiving services under the ABI waiver programs. The types of facilities include: a nursing facility, ABI NF, CDH or ICF-IID.

31. "Neuropsychological Evaluation" means a full battery of tests used to develop a diagnosis. The evaluation is the sum of all the testing and diagnostic interview sessions. The components of the neuropsychological evaluation are: patient history; assessment of perceptual motor functions; language functions; attention; memory, learning, intellectual processes and level; and emotional, behavioral, and personality functions. The evaluation must be accomplished by means of appropriate psychological procedures administered by a qualified neuropsychologist.

32. "Nursing Facility" or "NF" has the same meaning as provided in 42 CFR 440.40 and 440.155, as amended from time to time.

33. "Person-centered plan" means a Service Plan developed by the person-centered team that meets the requirements of 42 CFR 441.301(c)(1)-(3), inclusive.

Final rule includes changes to the requirements regarding person-centered Service Plan benefits under 1915(c) and HCBS state plan benefits under 1915(i)-

- Identical for 1915(c) and 1915(i)
- The person-centered Service Plan must be developed through a person-centered planning process
- The person-centered planning process is driven by the individual
- Includes people chosen by the individual
- Provides necessary information and support to the individual to ensure that the individual directs the process to the maximum extent possible
- Is timely and occurs at times/locations of convenience to the individual

- Reflects cultural considerations/uses plain language
- Includes strategies for solving disagreements
- Offers choices to the individual regarding services and supports the individual receives and from whom
- Provides method to request updates
- Conducted to reflect what is important to the individual to ensure delivery of services in a manner reflecting personal preferences and ensuring health and welfare
- Identifies the strengths, preferences, needs (clinical and support), and desired outcomes of the individual
- May include whether and what services are self-directed
- Includes individually identified goals and preferences related to relationships, community participation, employment, income and savings, healthcare and wellness, education and others
- Includes risk factors and plans to minimize them
- Is signed by all individuals and providers responsible for its implementation and a copy of the plan must be provided to the individual and his/her representative

34. "Person-centered team" means an interdisciplinary group of people organized to assist the individual to develop and implement a Service Plan. The planning team consists of a Care Manager, the individual, the legal representative (if applicable), a cognitive behaviorist; any interested family members or other relevant Consumers.

35. "Qualified Neuropsychologist" means a psychologist who: (A) documents completion of a Ph.D. or PSY.D. degree in clinical psychology from a program approved by the American Psychological Association with extensive pre- or post-doctoral coursework in basic neurosciences, neuroanatomy, neuropathology, clinical neurology, psychological assessment, clinical neuropsychological assessment, psychopathology and psychological intervention; and either (B) has completed one year of full-time supervised clinical neuropsychological experience at the post-doctoral level and at least one year of independent professional experience as a clinical neuropsychologist, or, in lieu of (B), has (C) the equivalent of three years of unsupervised post-doctoral experience as a clinical neuropsychologist within the past ten years.

36. "Qualified provider" means an agency provider, household employee or self-employed provider who meets the qualifications established by the Department to provide home and community-based services under the ABI waiver programs and is listed in the Department's ABI provider directory.

37. "Service Plan" means an individualized written plan developed through person-centered planning that documents the medical and home and community-based services that are necessary to enable the individual to live in the community instead of an institution. The Service Plan includes measurable goals, objectives and documentation of total service costs.

38. "Waiting list" means a record maintained by the Department that includes the names of individuals who have submitted completed applications for ABI waiver services and whose applications have been screened and found eligible for the program, and specifies the date the completed ABI waiver application form was received from the individual.

SECTION TWO - SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. **Contractor Service Regions and Operations** - The Contractor shall provide quality Care Management services within a specified HCBS Region to Consumers through the administration of the ABI waiver programs. The Contractor shall:
 - a. **Provide care management to ABI participants residing within Region I, Southwest and Region II, South Central of the State of Connecticut.** The Contractor shall conduct comprehensive Initial Assessments for those individuals referred to them by the Department, within ten (10) days after referral notification from the Department or if needed, the Contractor shall request a delay from the Department. The Contractor will also be required to conduct annual comprehensive Reassessments and lead Team Meetings on a monthly or quarterly basis. The Contractor will be responsible for providing quality Care Management Services to ABI waiver program Consumers. Care Management Services include the development of a Service Plan for each Consumer, referring the Consumer to qualified service providers to fulfill the components of the Service Plan, effectively and efficiently coordinating the Consumer's access to services identified in the Service Plan and monitoring the service provider to ensure the quality of services and service delivery as stipulated in the Consumer's Service Plan.
 - b. **Towns/cities of Region I and Region II to be served are listed below:**

Region I - Southwest includes the following towns and cities: Bridgeport, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Norwalk, Stamford, Stratford, Trumbull, Weston, Westport, Wilton and Southport.

Region II - South Central includes the following towns and cities: Ansonia, Bethany, Branford, Chester, Clinton, Cromwell, Deep River, Derby, Durham, East Haddam, East Hampton, East Haven, Essex, Guilford, Haddam, Hamden, Killingworth, Lyme, Madison, Meriden, Middlefield, Middletown, Milford, New Haven, North Branford, North Haven, Old Lyme, Old Saybrook, Orange, Portland, Seymour, Shelton, Wallingford, Westbrook, West Haven, Woodbridge, Higganum and Moodus.
 - c. **Facilities and Operating Hours** - The Contractor shall:
 - 1) Maintain an administrative Office at 1000 Lafayette Blvd. 9th Floor in Bridgeport, CT 06604.
 - 2) While the Department will not require the Contractor to have offices staffed seven (7) days a week, the Contractor shall be required to have the capability to accommodate service needs on a seven (7) day a week basis.
 - 3) Maintain one operation facility in each service location that shall be open five days a week, Monday-Friday, from 8:00 am to 4:30 pm.
 - 4) In addition to Part II, Section, C. Contractor Obligations Compliance with Law and Policy, Facilities Standards and Licensing and E. Statutory and Regulatory Compliance, the Contractor shall maintain facilities to meet all applicable inspection requirements, including certification of appropriate inspection for health, fire and safety. Facilities shall meet accessibility standards as defined in the Americans with Disabilities Act.
 - 5) Locate offices serving Consumers that are accessible to the public and during hours that make them available to the Consumer and community.
 - 6) Establish, implement and maintain policies and procedures, Reviewed and approved by the Department, to manage ABI Consumer emergencies that occur after hours and on weekends.
 - 7) Establish a communication system adequate to receive requests and referrals for service, including the capacity to respond to Consumers and health professionals in emergencies on a 24-hour basis, approved by the Department.

- 8) Provide a Care Manager on call who can respond to Consumer emergencies 24 hours a day on weekends and holidays.
- 9) Maintain appropriate insurance including general liability, workers' compensation, and malpractice.

2. **Authorization of Services** – The Contractor shall receive Authorization of Services from the Department before providing ABI services. The Department shall reimburse the Contractor for only those Initial Assessments that have been conducted of applicants who were referred to the Contractor by the Department and for whom the Contractor has obtained a signed consent form authorizing the Initial Assessment. The Contractor may not bill the Department and the Department will not reimburse the Contractor for applicant contacts that were made to explain the program but did not result in the applicant consent to conduct an Initial Assessment.

The Department shall reimburse the Contractor at the same Initial Assessment rate when:

The Consumer consents to an Initial Assessment;

A face-to-face interview is conducted; and

The Consumer is determined to be ineligible or inappropriate for community placement.

The Department shall authorize all initial delivery of community-based services prior to the delivery of the service. This includes Care Management Services provided to Medicaid Consumers as well as home health services. The services shall be specified in the applicant's Service Plan to receive Department authorization.

The Contractor shall maintain documentation of the authorization for community-based services in the Consumer records. The Contractor shall use the ABI Provider Service Authorization form to authorize services provided by home and community based direct service providers. The Contractor is responsible for submitting a copy of the signed form to the home and community based direct service provider. This process may be completed electronically in lieu of a paper process. The Care Manager will load to the Medicaid Management Information System (MMIS) portal for providers to see, effective September 2016.

The ABI Provider Service Authorizations shall be consistent with the approved costs and services in the Service Plan for the Consumer.

Direct service providers shall not change the Service Plan without approval from the Contractor. Changes and approvals shall be recorded in the Service Plan record and conform to all program requirements.

The Contractor shall:

- a. Maintain all Consumer files with current and updated service authorizations as needed;
- b. Ensure that billed services are provided in accordance with all program requirements. The Department will not pay for services that do not meet program requirements;
- c. Maintain a file of the ABI Provider Service Authorizations, embedded as a hyperlink, by service providers;
- d. Maintain a process to upload to the MMIS portal to provide service authorizations to all service providers;
- e. Ensure readiness to have authorized services entered into the Department's MMIS portal so that direct service providers may bill the MMIS for services authorized by the Care Manager; or via electronic data exchange; and
- f. Direct the Care Manager or designee to enter the Service Plan into the MMIS portal as follows:
 - 1) Dates of Service (authorized time span, begin-end dates);
 - 2) Agency-Provider number;
 - 3) Service-Procedure code;
 - 4) Hours-Units;
 - 5) Frequency (for example, once a week); and
 - 6) This process may be completed via a file transfer to the MMIS portal in lieu of manual entry.

3. **Processes for Contractor Eligibility** - The Contractor shall comply with all applicable sections of the ABI waiver program operating policies and procedures. The Contractor, the Contractor shall enroll with the Department, in the

Department's MMIS contractor portal, as a Medical Assistance Program Provider. Enrollment is required for the Contractor to be reimbursed for services. To enroll, the Contractor shall meet the conditions and specifications in the following documents:

- a. ABI waiver program DSS Medicaid Provider Enrollment Agreement, embedded as a hyperlink;
 - b. ABI waiver program DSS Provider Agreement Guidelines, sign and agree to a Medicaid Provider Enrollment Agreement;
 - c. This contract; and
 - d. Adhere to all applicable State and federal regulations as well as make available, at the Department's request all applicable licenses, certificates, or permits.
4. **Processes for Consumer Eligibility** - The Contractor shall determine if the applicant meets the programmatic and functional requirements of the ABI waiver programs. This process occurs in the following stages:

- Initial Assessment
- Service Plan Development
- Determination of cost effectiveness of the Service Plan

- a. **Initial Assessment** - The Contractor shall evaluate an applicant to the ABI waiver program for functional eligibility. The Initial Assessment involves a comprehensive evaluation and identification of an individual's medical, psychosocial and economic status, degree of functional impairment, risks, unmet needs, related service needs and determination of the appropriate Level of Care. The Contractor shall educate the applicant and/or the applicant's authorized representative about all aspects of the ABI waiver program and shall develop a Service Plan to be implemented should the applicant be determined eligible. The Initial Assessment must be performed with a person-centered approach to the development of a Service Plan, recognizing the needs and preferences of the applicant and providing for the maximization of Consumer choice.

During the Initial Assessment, the Contractor shall meet with applicants to complete an intake interview and explain the waiver's philosophy, goals and available services. The Contractor shall collect information to determine if the applicant meets the programmatic (functional and Level of Care) eligibility criteria for participation in the ABI waiver program. If an Initial Assessment of a Consumer is completed in one month, no additional procedural codes may be submitted for that month of the Initial Assessment.

The Department's per member per month (PMPM) payment includes:

All costs for visiting with the ABI waiver program applicant;

Completing the Department's Initial Assessment in the Applicant's home or institution, as applicable;

If the Initial Assessment is completed in an institutional setting, the Care Manager shall conduct a home visit within five (5) days of the applicant's discharge to the home setting;

Obtaining all required signatures on appropriate DSS' forms from the applicant or the applicant's authorized representative, as appropriate;

Assisting the applicant with completion and submission of DSS' ABI waiver program application, embedded as a hyperlink Special Eligibility Determination Document and W-1LTC;

Contacting providers or caregivers to obtain further data as part of the Initial Assessment process;

Development of a Service Plan; and

Making arrangements to implement services included in the Service Plan once services are authorized by the Department.

- 1) The Contractor shall conduct Initial Assessments adhering to the following specific requirements:

- a) Require Care Management Staff to have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling or have a Bachelor's Degree in Nursing to conduct the Initial Assessments. Staff must have at least two (2) years of Care Management experience in health care or human services settings and the ability to serve multicultural, multilingual populations and the skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan;
- b) Contact the ABI waiver program applicant or the applicant's representative within one (1) working day of receiving the referral from the Department to schedule a face-to-face interview with the applicant;
- c) Inform the ABI waiver program applicant or the applicant's representative at the time the applicant contact is made, those Consumers who meet Institutional Level of Care requiring nursing facility care, have the right to decide whether or not to live in the community or an institution.
- d) The Contractor shall, prior to the Initial Assessment:
 - (1) Provide, ensure and document in the Consumer record that the applicant and/or applicant's representative receives and understands any written policies the Contractor may have regarding Consumer rights and responsibilities;
 - (2) Provide the program applicant or applicant's representative with the Contractor's grievance procedures ensuring and documenting that the program applicant and/or the applicant's representative receives and understands the grievance procedures;
 - (3) Obtain all required applicant or applicant's representative dated signatures on DSS' forms including the:
 - (a) ABI Informed Consent and ABI Informed Consent Spanish form, embedded as hyperlinks, signed by the applicant or the applicant's representative prior to conducting the Initial Assessment:
 - i. The signed consent form authorizes the Care Manager to conduct the Initial Assessment, provide services and obtain information regarding the applicant from other providers and agencies;
 - ii. The signed consent form is required to authorize the Department to pay the Contractor for the Initial Assessment; and
 - iii. An applicant's refusal to sign an ABI waiver program consent form requires written confirmation forwarded to the Department, preferably from the applicant. If a written confirmation cannot be obtained, the Care Manager is to send notification to the Department utilizing DSS' WWMS.
- e) ABI waiver program Uniform Consumer Service Plan, (Service Plan) embedded as a hyperlink;
- f) ABI waiver program Consumer Applied Income Contribution Agreement, embedded as a hyperlink, if applicable;
- g) ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form embedded as a hyperlink, if applicable:
 - (1) Used by the Department to determine the cost liability (if any) of the Consumer's spouse;
 - (2) The Contractor shall inform the applicant and/or applicant's representative prior to the acceptance of services that the applicant's spouse may be considered a legally liable relative and may be required to contribute to the cost of care when his or her income exceeds the allowed amount;

- (3) The Contractor shall obtain and submit a DSS ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form, embedded as a hyperlink, signed and dated by the applicant or applicant's representative; and
- (4) The Contractor shall inform the applicant of the determination.
- h) ABI waiver program Special Eligibility Determination Document with Level of Care embedded as a hyperlink, used by the Department to determine ABI waiver program applicant financial eligibility for program participation and Medicaid eligibility.
- i) Verify and document the cognitive and functional status and verify the Level of Care, NF, ABI/NF, ICF/IID or CDH category of service determination by utilizing and completing all sections of the Department's ABI waiver program Initial Assessment or other assessment tool as determined by the Department.
- j) Complete the Initial Assessment or other assessment tool as determined by the Department during a face-to-face interview conducted in the ABI applicant's home, or at the hospital or institution if the applicant is institutionalized. If the applicant is institutionalized, the Initial Assessment shall:
- (1) Confirm the applicant's discharge date;
 - (2) Inform appropriate hospital staff of the development of a Service Plan;
 - (3) Provide all reasonable and necessary measures to implement the Service Plan at the time of discharge;
 - (4) Include a follow-up home visit to the applicant within five (5) working days of discharge; and
 - (5) Document the required activities listed above in the Consumer record.
- k) Identify the applicant's service needs;
- l) Develop an individual Service Plan adhering to the Department's requirements for cost cap requirements, provided by the Department to the Contractor and provide the applicant with a copy of the signed and completed Service Plan;
- m) Discuss with the applicant and/or applicant's representative, the possible risks associated with the provision of ABI waiver program services and establish that a cost-effective Service Plan can be offered. The Care Manager is responsible for ensuring that the applicant is making an informed choice regarding the possible risks;
- n) Assist the applicant in selecting the most appropriate services to meet the applicant's needs;
- o) Provide assistance with the completion of DSS' ABI waiver program Special Eligibility Determination Document, embedded as a hyperlink, if needed;
- p) Educate the ABI waiver program applicant and/or the applicant's representative that the ABI waiver program will complement, but not replace services being provided by other funding sources or the ABI applicant's family or friends;
- q) Complete the Initial Assessment process within ten (10) working days of receiving the referral from the Department; and
- r) Request additional time from the Department when more than ten (10) working days are needed to complete the Initial Assessment process, including the development of the Service Plan, by submitting to the Department in advance:
- (1) A completed ABI waiver program Notification of Delay of Initial Assessment form, embedded as a hyperlink;
 - (2) An advanced notification and request for an extension on a newly completed ABI waiver program Notification of Delay of Initial Assessment when the delay will extend past the anticipated date

noted on the previous ABI waiver program Notification of Delay of Initial Assessment form, embedded as a hyperlink;

- (3) Utilize the Department's WWMS to communicate with the Department regarding delays; and
 - (4) Provide any additional information the Department requires to act on the delay request.
- s) Arrange to have actual service delivery ready to begin when the ABI waiver program applicant has been determined to be eligible for ABI waiver program participation and has accepted ABI waiver program services;
- t) Provide advanced notice to the Department when services cannot start within ten (10) days of the Contractor's submission of the Initial Assessment outcome and Service Plan using the ABI waiver program Notification of Delay of Assessment. The Contractor shall:
- (1) Submit a completed ABI waiver program Notification of Delay of Initial Assessment, embedded as a hyperlink, electronically utilizing WWMS to the Department
 - (2) Notify the Department within thirty (30) days that a resolution has been achieved; and
 - (3) Report the Consumer's current status on an ABI waiver program utilizing the WWMS. Upon completion of the Initial Assessment, complete the following in the Department's WWMS:
 - (a) ABI waiver program Initial Assessment and Reassessment Outcome Form, embedded as a hyperlink;
 - (b) ABI waiver program Service Plan, embedded as a hyperlink;
 - (c) ABI waiver program Service Plan Cost Worksheet in the Department's WWMS;
 - (d) ABI waiver program Consumer Applied Income Contribution Agreement if applicable, embedded as a hyperlink;
 - (e) ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative, embedded as a hyperlink;
 - (f) A request for a change in Level of Care when the Level of Care differs from the Level of Care provided on the ABI waiver program Referral Form, embedded as a hyperlink;
 - (4) Submit the above required documents utilizing the Department's WWMS; and
 - (5) Obtain the Department's authorization for all initial ABI waiver program services prior to the delivery of services.
- b. Content of Functional Assessment aka Initial Assessment** - Data gathered from a Functional Assessment/aka Initial Assessment is used to determine if the Consumer's needs fit into the Level of Care criteria of the ABI waiver programs.

The Contractor shall utilize the Initial Assessment or another assessment tool as determined by the Department, to assess the Consumer's functional ability to perform in the following areas:

- Activities of Daily Living
- Instrumental Activities of Daily Living
- Current Living Environment
- Current Physical Health Status
- Medical History
- Mental Health Issues
- Substance Abuse History

- Cognition
- Level of Self-Awareness
- Existing Supports
- Community Resources in Place
- Back-Up Plan

The Contractor shall coordinate a neuropsychological evaluation, also required to determine the current functioning/need. It confirms that nature and severity of the Consumer's brain injury and the prognosis for the Consumer's forecasted ability to resume some level of independence. The neuropsychological evaluation is a tool to be utilized to inform the service planning process, resulting in the Service Plan.

- c. **The Determination of the Level of Care (LOC)** needed, as outlined below, is determined at least annually and more frequently, as indicated.

The Contractor shall use a standardized "Level of Care Determination" instrument, W 1034 and W 953 to assess need for services under the ABI waiver programs.

- 1) The Contractor shall assess whether the applicant needs the services provided in one (1) of four (4) types of institutions:

- Category I (NF) -- The Consumer is considered to require care in a nursing facility (NF) if he or she resides in such a facility, or has impaired cognition and, due to physical or cognitive deficits, requires physical assistance, supervision or cueing with two (2) or more activities of daily living. Activities of daily living (ADLs) include eating, bathing, dressing, toileting and transfers.
- Category II (ABI/NF) - The Consumer is considered to require care in an acquired brain injury nursing facility (ABI/NF) if he or she resides in such a facility, or has impaired cognition, impaired behavior requiring daily supervision or cueing, and a mental illness which manifested itself before the brain injury occurred.
- Category III (ICF/MR) - The Consumer is considered to require care in an intermediate care facility for mentally retarded or developmentally disabled persons (ICF/MR) if he or she resides in such a facility, or has impaired cognition, an acquired brain injury that occurred before the age of 22 and, due to physical deficits, requires physical assistance, with two or more ADLs.
- Category IV (CDH) - The Consumer is considered to require care in a chronic disease hospital (CDH) if he or she resides in such a facility, or has impaired cognition, impaired behavior and, due to physical or cognitive deficits, requires physical assistance, supervision or cueing with two or more ADLs.

- d. **Clinical Review** - The Contractor shall determine whether the Consumer meets the Level of Care criteria. It must then be determined if their needs can be accommodated with supports and the services offered from the ABI waiver programs. This includes a review of the Neuropsychological Evaluation report and any relevant medical or behavioral health information.

Neuropsychological Evaluations provide information regarding the applicant's cognitive abilities in a range of areas, including memory, attention, speed of information processing, language, and executive functions, which are necessary for goal-directed behavior.

Additional medical or behavioral health information may need to be gathered as prompted by responses to the Functional Assessment/ aka Initial Assessment and data from the Neuropsychological Evaluation.

- e. **Determination of Cost Effectiveness** - Connecticut utilizes different cost caps for its two ABI waiver programs of institutional care as a budgetary limit on the ABI waiver programs. ABI waiver Service Plans must meet the federally-approved waiver requirements; i.e., the cost of any Service Plan must meet the Consumer cost limitation for the Consumer's Level of Care, as specified in the federally approved waiver.

The cost of the Service Plan includes all waiver services and the cost of home and community based state plan services such as home health, therapy, and home health aide services.

If the Service Plan exceeds the cost cap, either the Service Plan must be adjusted to remain below the cap while still reasonably ensuring the health and safety of the Consumer, or the Consumer is found ineligible for ABI waiver services.

- f. **Provider Reports** - The Contractor is responsible to collect provider reports from the teams of providers that address Consumer goals, progress toward those goals and outcomes.
5. **Provision of Care Check - Supervisor and Management Involvement in Determination** - The ABI waiver program Service Plan is the foundation document used to track the provision of care. The Contractor's staff, in consultation with the Consumer, their family and care providers, develop Service Plans to meet Consumers' cognitive, physical, and behavioral support needs. The Care Manager will review the completed Service Plans and submit them to the Department for review and approval prior to the execution of services, utilizing the WWMS.

For subsequent Service Plan changes, the Contractor shall propose a method for internal review and compliance with cost caps.

6. **Notice of Action (FYI)** - If an applicant does not meet the eligibility requirements, they must be notified of this decision. A "[Notice of Action](#)" (W-944), embedded as a hyperlink to deny the application is sent to the applicant by the Department. It must state the reason and regulation reference that supports the denial. In some circumstances it may also be necessary to communicate this denial in person or by phone in addition to the legally required written Notice of Action.

If the applicant has applied for Medicaid and does not meet the requirements due to financial ineligibility, the Department will send a notice to the applicant.

7. **Service Plan and Funding Resources** - ABI waiver program services are designed to address the unique needs of Consumers. Services including informal supports, (i.e. nonpaid providers and in-kind), non-Medicaid services and those services provided through the Medicaid State Plan and other federally funded services must be used, as appropriate, prior to utilizing ABI waiver program services. The provision of ABI waiver program services must be necessary to prevent institutionalization and must be cost-effective.
8. **Consumer Reassessment** - The Consumer Reassessment is very similar to the Initial Assessment except that it involves a comprehensive reexamination of a Consumer's medical, psychosocial, and economic status, degree of functional impairment, related service needs, and Level of Care. The Reassessment identifies whether or not circumstances have changed that affect the Consumer's program eligibility or service needs. The Reassessment also serves to identify changes in the availability of services that would affect the Consumer's Service Plan or program participation status. Revision to the Service Plan is made when appropriate and the Service Plan resulting from the Reassessment is implemented. The Reassessment is a **person-centered approach to Service Plan development** recognizing the needs and preferences of the Consumer and allowing for the maximization of Consumer choice.

The Department shall reimburse the Contractor for Consumer Reassessments as a component of the per member per month (PMPM) payment.

- a. The Contractor shall conduct Reassessments adhering to specific requirements:
 - 1) The Care Management Staff designated to conduct Reassessments must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling or have a Bachelor's Degree in Nursing. Staff must have at least two (2) years of Care Management experience in health care or human services settings and the ability to serve multicultural, multilingual populations and the skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan.
 - 2) Conduct Reassessments annually during the anniversary month of the completion of the Initial Assessment;

- 3) Verify and document the cognitive and functional status and Level of Care by utilizing the Department's ABI Core Standardized Assessment, which is the Initial Assessment, or another assessment tool as directed by the Department and an outcome form currently being developed by the Department;
- 4) Request a change of the Level of Care, adhering to the ABI Level of Care requirements. Upon Department approval of the Level of Care change, the Contractor's Care Manager shall:
 - a) Ensure that the Consumer has a Service Plan reflecting any changes in services; and
 - b) Utilize the Department's WWMS to request Department approval for Level of Care changes.
- 5) Provide a face-to-face interview conducted in the Consumer's home, hospital or nursing facility if the Consumer is institutionalized at the time of the Reassessment;
- 6) If the Consumer is institutionalized, begin the Reassessment process no later than the same month of the Consumer's Initial Assessment date. The Contractor shall:
 - a) Confirm the Consumer's discharge date;
 - c) Inform appropriate hospital or nursing facility staff of the development of a Service Plan;
 - d) Take all reasonable and necessary measures to implement the Service Plan at the time of discharge; and
 - e) Conduct a follow-up home visit to the Consumer within seven (7) working days of discharge.
- 7) If the Consumer is out of state, begin the Reassessment process no later than the same month of the Consumer's Initial Assessment date. The Reassessment shall include:
 - a) Written documentation confirming that the Reassessment process began with either written or verbal communication that includes:
 - (1) Confirmation the Consumer is maintaining his/her status as a Connecticut resident;
 - (2) Confirmation that the Consumer is maintaining his/her Medicaid active status, if appropriate;
 - (3) Notation of reported significant changes in the Consumer's health, functional or financial status; and
 - (4) If the Consumer is out of the state, the anticipated date of Consumer's return to Connecticut.
 - b) Reasonable and necessary measures to restart services upon the Consumer's return to Connecticut; and
 - c) A completed Reassessment process including a home visit within seven (7) days of the Consumer's return to Connecticut.
- 8) Assist the Consumer or the Consumer's representative with the completion of all required forms;
- 9) Assist the Consumer to or the Consumer's representative to the greatest extent possible with the completion and submittal of the Department's Special Eligibility Determination Document, embedded as a hyperlink, to promote the Consumer's timely re-determination of financial eligibility;
- 10) Identify all service needs;
- 11) Develop and implement an updated Consumer Service Plan. New Service Plan forms are to be used to reflect all requirements as detailed in the Service Plan. The Consumer's and contractor's Care Manager's dated signature shall be on the current Service Plan and a copy given to the Consumer;
- 12) Establish whether the Consumer can be offered a cost-effective Service Plan and that the Consumer is informed of any risks associated with the Service Plan;
- 13) Obtain all required Consumer/ Consumer representative dated signature(s) on all appropriate Department forms including on the updated Service Plan;

- 14) Update the amount that the Consumer shall contribute to the cost of care Consumer's signature on a new Consumer Applied Income Contribution Agreement if the applied income amount has changed due to the Consumer's program status change;
 - 15) Provide sufficient documentation to the Department that the Consumer continues to meet all eligibility criteria;
 - 16) Upon completion of the Reassessment, forward to the Department's WWMS a completed:
 - a) Consumer Applied Income Contribution Agreement if applicable;
 - b) A request for a change in Level of Care when appropriate; and
 - c) An updated outcome form Service Plan and cost worksheet.
 - 17) Ensure service delivery in accordance with the updated Service Plan; and
 - 18) Obtain and provide any information the Department requires regarding the Consumer's continued participation.
9. **Cost Liability** - The Contractor shall identify changed circumstances that effect eligibility or service needs or liable for costs that are incurred due to improper pro changes in the availability of services that would affect the Service Plan or program participation status. The Contractor shall be held liable for costs that are incurred due to improper procedures including the following:
- a. Improper documentation of the Level of Care;
 - b. Inaccurate determination of the cost of the Service Plan;
 - c. Inaccurate notification and acknowledgment of Consumer rights, responsibilities and choices in relation to the ABI waiver programs; and
 - d. Failure to comply with established DSS procedures for Consumer contributions.
10. **Authorization of Services - Initial Assessments** - Department shall reimburse the Contractor for only those Initial Assessments that have been conducted of applicants who were referred to the Contractor by the Department and for whom the Contractor has obtained a signed consent form authorizing the Initial Assessment. The Contractor may not bill the Department and the Department will not reimburse the Contractor for applicant contacts that were made to explain the program but did not result in the applicant consent to conduct an Initial Assessment.
- The Department shall reimburse the Contractor at the same Initial Assessment rate when:
- The Consumer consents to an Initial Assessment;
 - A face-to-face interview is conducted; and
 - The Consumer is determined to be ineligible or inappropriate for community placement.
- The \$300.00 rate for Initial Assessment is charged even if the Consumer does not come onto the program.
11. **ABI Waiver Program Services** - The Department shall authorize all initial delivery of community-based services prior to the delivery of the service. This includes Care Management Services provided to Medicaid Consumers as well as home health services. The services shall be specified in the applicant's Service Plan to receive Department authorization.
- The Contractor shall maintain documentation of the authorization for community-based services in the Consumer records. The Contractor shall use the ABI Provider Service Authorization form to authorize services provided by home and community based direct service providers. The Contractor is responsible for submitting a copy of the signed form to the home and community based direct service provider. This process may be completed electronically in lieu of a paper process. The Care Manager loads to the Medicaid Management Information System (MMIS) portal for providers to see.

The ABI Provider Service Authorizations shall be consistent with the approved costs and services in the Service Plan for the Consumer.

Direct service providers shall not change the Service Plan without approval from the Contractor. Changes and approvals shall be recorded in the Service Plan record and conform to all program requirements.

a. The Contractor shall:

- 1) Maintain all Consumer files with current and updated service authorizations as needed;
- 2) Ensure that billed services are provided in accordance with all program requirements. The Department will not pay for services that do not meet program requirements;
- 3) Maintain a file of the ABI Provider Service Authorizations, embedded as a hyperlink, by service providers;
- 4) Maintain a process to upload to the MMIS portal to provide service authorizations to all service providers;
- 5) Ensure readiness to have authorized services entered into the Department's MMIS portal so that direct service providers may bill the MMIS for services authorized by the Care Manager; or via electronic data exchange; and
- 6) Direct the Care Manager or designee to enter the Service Plan into the MMIS portal as follows:
 - a) Dates of Service (authorized time span, begin-end dates);
 - b) Agency-Provider number;
 - c) Service-Procedure code;
 - d) Hours-Units;
 - e) Frequency (for example, once a week); and
 - f) This process may be completed via a file transfer to the MMIS portal in lieu of manual entry.

12. Care Management - Care Management Services include those activities that involve applicant/consumer Initial Assessment, development, implementation, coordination, monitoring and Reassessment of a community-based Service Plan. Care Management is a person-centered service that respects Consumer rights, values and preferences. Care Management Services assist the consumer in meeting their home care needs, monitors service delivery and the quality of services provided, monitors Consumer satisfaction, and use available resources effectively and efficiently. Individuals who conduct Care Management activities are referred to as "Care Managers."

a. **ABI Waiver Program Care Manager and Care Manager** - The Contractor shall employ qualified Care Managers to conduct Care Management services to ABI waiver program Consumers, and Care Manager Supervisors to ensure high quality Care Management services and strict adherence to the Department's policies and procedures. The Contractor is responsible for employing Care Managers sufficient to meet the needs of the Consumers and estimated caseloads of the service area. The Care Manager shall have a ratio of no more than 40 ABI Waiver Consumers to one (1) Care Manager.

- 1) **Qualifications of Care Managers and Care Manager Supervisors** - The Contractor shall employ Care Managers and Care Manager Supervisors who meet or exceed the following requirements:
 - a) A Care Manager shall be either a registered nurse licensed in the State of Connecticut with a Bachelor's Degree or a Master's Degree Level Social Worker licensed as a LMSW or a LCSW or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling;
 - b) A Care Manager shall have a minimum of two (2) years of experience in health care or human services; and the ability to serve multicultural, multilingual populations;
 - c) A Care Manager shall have the skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan;

- d) A Care Manager shall have the following additional qualifications:
 - (1) Demonstrated interviewing skills, which include the professional judgment to probe as necessary to uncover underlying concerns of the applicant;
 - (2) Demonstrated ability to establish and maintain compassionate and supportive relationships;
 - (3) Experience conducting social and health assessments;
 - (4) Knowledge of human behavior, family/caregiver dynamics, human development and disability;
 - (5) Awareness of community resources and services;
 - (6) The ability to understand and apply complex service reimbursement issues;
 - (7) The ability to evaluate, negotiate and plan for the costs of care options;
 - (8) Demonstrate skills in person-centered approach to Service Plan development;
 - (9) Be a Certified Brain Injury Specialist (CBIS) or propose a plan to achieve certification;
 - (10) The ability to serve multicultural, multilingual population;
 - (11) Be skilled in leading team meetings; and
 - (12) Evaluate compliance with CMS settings requirements, embedded as a hyperlink, when assessing waiver Consumers.
- e) A Care Manager Supervisor shall meet all of the qualifications of a Care Manager plus have demonstrated supervisory ability and at least one (1) year of specific experience in conducting assessments, reassessments, developing Service Plans and monitoring ABI waiver program services. The Care Manager Supervisor shall also have the skill set to lead team conflict resolutions, by reaching consensus on the Service Plan, as well as be certified in Acquired Brain Injury, or propose a plan for certification.

13. Orientation, Training and Supervision - The Contractor shall be responsible for providing adequate orientation and training to new employees, appropriate and ongoing in-service training programs for existing staff and adequate supervision of staff to ensure adherence to ABI policies and procedures. The Contractor shall:

- a. Ensure that Care Managers and other appropriate staff are appropriately trained and supervised by adhering to the following throughout the entirety of the Contract:
 - 1) Provide or arrange for orientation, initial and ongoing training for Care Managers, Care Management Supervisors and other appropriate staff.
 - a) Care Managers' and Care Manager Supervisors' orientation and training should, at a minimum, encompass ABI policy and procedures including the correct completion and submittal of program forms, use of the Initial Assessment tool, person-centered approach to Service Plan development and negotiated risk.
 - 2) Provide for adequate and appropriate supervision and clinical consultation.
 - a) Care Managers with a social service background shall have nursing staff available for consultation during normal business hours; and
 - b) Care Managers with a nursing background shall have social service staff available for consultation during normal business hours.
 - 3) Employ Care Manager Supervisors to oversee Care Managers adherence to ABI policies, procedures and overall quality of Care Management services.
- b. The Department will provide mandatory training in Brain Injury and Waiver specifics prior to June 1, 2016. Two (2) additional mandatory trainings will be offered by BIAC in the first year of the Contract.

14. Care Management Services - The Contractor shall employ Care Managers who conduct quality Care Management services that meet or exceed the following specified requirements. The Contractor's Care Managers shall:

- a. Be the primary contact with the Consumer and the Consumer's family unless other arrangements are specified in the Service Plan;
- b. Cooperate with the Consumer's legal representatives or other individuals for which consent has been given by the Consumer or Consumer's representative;
- c. Provide Consumer advocacy, crisis intervention, and referral services to the Consumer and the Consumer's family;
- d. Provide program information that explains the options under the programs and answers Consumers' questions;
- e. Direct efforts to maximize the potential of the informal support system and encourage better community independent living capability;
- f. Conduct Initial Assessments, Reassessments, and team meetings that adhere to the principles of person-centered approach to Service Plan development and negotiated risk;
- g. Assist the Consumer with the completion and submittal of any required forms;
- h. Conduct Care Management activities only after the completion of the Initial Assessment and development of the Service Plan;
- i. Authorize the start of service delivery for enrolled service providers;
- j. Ensure the timely discontinuance of a service(s) when appropriate;
- k. Collaborate with and involve all providers that serve a particular Consumer at all points of the Care Management process;
- l. Coordinate the delivery of all services in the Service Plan regardless of the provider or source of reimbursement, if any, to avoid duplication and overlapping of services, to monitor service quality and quantity, and to maintain the informal network;
- m. Develop working relationships with nursing facilities and/or hospitals to develop policies and procedures in order to access necessary information (such as facility or hospital records) as allowed under federal regulation (e.g. HIPAA);
- n. Document Care Management in the Service Plan and all ABI activities in the Consumer's record;
- o. Provide Care Management Services only to people who are not living in an institutional setting such as a hospital or nursing facility unless they are institutionalized for respite care;
- p. Ensure that ABI waiver program services are not continued during a period of institutionalization unless transition services are subsequently authorized;
- q. Ensure Care Management is not provided to Consumer living in an institutional setting unless they are there for respite care;
- r. Provide information and service referral or access to appropriate resources on a 24 hour per day basis, including responding to emergencies.

15. Clinical Participant Record – The Contractor shall maintain a written or electronic clinical consumer record for each care managed participant adhering to the following requirements:

- a. All Care Management activities shall be documented in the participant record. The participant record shall include the following documents completed with all requested information:

- 1) DSS' ABI Record Face Sheet, embedded as a hyperlink;
- 2) Modified Community Care Assessment tool, embedded as a hyperlink, or another assessment tool to complete Initial Assessments as directed by the Department;
- 3) Modified Community Care Assessment tool embedded as a hyperlink, or another assessment tool as directed by the Department for each Reassessment and the associated ABI Assessment Reassessment outcome form, currently being developed by the Department;
- 4) Participant Goals Worksheet:
 - a) Goals shall be participant centered,
 - b) Goals shall specifically address all activities of daily living and instrumental activities of daily living needs identified by the most recent ABI Modified Community Care Assessment tool or another assessment tool as directed by the Department and/or changes in the participant's status, and
 - c) Goals shall be measurable and person-centered.
- 5) Participant Profile or Problem List:
 - a) List that presents an inventory of all of the participant's functional and cognitive impairment(s) and needs as identified in the most recent "Modified Assessment Tool" or another assessment tool as directed by the Department.
- 6) Progress notes;
- 7) Signed ABI Informed Consent form;
- 8) Uniform Participant Service Plan, (Service Plan) embedded as a hyperlink;
- 9) ABI Service Plan Cost Worksheet;
- 10) Provider Service Authorizations;
- 11) Provider reports for ABI waiver services;
- 12) Any communication documents relevant to the participant;
- 13) Current and signed Participant Applied Income Contribution Agreement, embedded as a hyperlink, if applicable;
- 14) Signed ABI Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form embedded as a hyperlink, if applicable;
- 15) ABI Notification of Delay of Initial Assessment, embedded as a hyperlink, if applicable; and
- 16) Any other forms or documentation required by the Department.

16. Confidentiality and Safeguarding of Participant Information - The Contractor shall be responsible for protecting ABI waiver program participant confidentiality and implementing participant information safeguards. The Contractor shall:

- a. Maintain the confidentiality of all participant care records;
- b. Implement a confidentiality policy;
- c. Provide the Department, its designees and/or the federal government access to participant care records;
- d. Require written consent by the participant to release medical information to other providers;

- e. Develop a standard release form;
- f. Obtain the Department's written approval in advance for all other ABI waiver program care records releases; and
- g. Conduct all other release activity in accordance with written policy on the protection and release of information as specified in the Federal and State Regulations (e.g. HIPAA).

17. Participant Monitoring - The Contractor shall deliver Care Management services that include conducting and adequately documenting in the participant record, monitoring activities, leading provider team meetings for each care managed participant. Monitoring activities involve the ongoing oversight of all aspects of the participant's participation in the ABI waiver programs. When conducting Care Management monitoring activities the Contractor shall:

- a. Conduct and document monthly contacts with the participant, participant's representative or provider by telephone or by a home visit, depending upon the participant's needs. Monthly contacts shall:
 - 1) Verify that services specified in the Service Plan meet current needs of the participant;
 - 2) Verify that services are being provided as specified in the Service Plan;
 - 3) Verify that the Service Plan remains within the ABI waiver program cost limits;
 - 4) Verify participant/family satisfaction with services;
 - 5) Verify that participant goals remain appropriate and revise participant goals if appropriate;
 - 6) Identify the existence of potential problem(s) relating to the participant's health, safety and/or any aspect of the participant's participation in the ABI waiver program and implement corrective action(s) if warranted;
 - 7) Verify that the corrective action for an identified problem(s) is effective; and
 - 8) Verify that the informal support system remains active and provides the assistance noted on the Service Plan.
- b. Conduct and document participant face-to-face visits six (6) months from the month of Initial Assessment or last Reassessment to determine the appropriateness of the Service Plan and to assess changes in the participant's condition. The six (6) month visit shall, at a minimum:
 - 1) Verify that the services specified in the Service Plan are appropriate and meet current needs of the participant;
 - 2) Verify that services are being provided as specified in the Service Plan;
 - 3) Verify the Service Plan remains within the ABI waiver program cost limits;
 - 4) Verify participant/family satisfaction with services;
 - 5) Verify that participant goals remain appropriate, document the status of the progress toward those goals, and revise participant goals if appropriate;
 - 6) Identify the existence of potential problem(s) relating to the participant's health, safety and/or any aspect of the participant's participation in the ABI waiver program and implement corrective action(s) if warranted;
 - 7) Verify that the corrective action for an identified problem(s) is effective;
 - 8) Verify that the informal support system remains active and provides the assistance noted in the Service Plan; and

- 9) Respond to changes in participant needs as they occur by making appropriate changes in the type, frequency, cost or provider of services needed for the participant to remain safely in the community within the limitations of service availability.
- c. Request a change of the Level of Care, when appropriate, utilizing the Department's WWMS. Upon Department approval of the category change, the Care Manager shall:
- 1) Ensure that the participant has a Service Plan reflecting any changes in services;
 - 2) Ensure that the participant's and Care Manager's signature is on the current Service Plan;
 - 3) Ensure that the participant's signature is on a new ABI waiver program Participant Applied Income Contribution Agreement / Spanish Applied Income Contribution Agreement embedded as a hyperlink, or if the applied income amount has changed due to the participant's program status change; and
 - 4) Adhere to the ABI waiver program utilizing the Department's WWMS.
- 18. Team Meetings** - The Contractor shall initiate and lead Team Meetings with the Consumers, support system and providers to monitor the effectiveness of the Service Plan. The Contractor shall:
- a. Convene team meetings as needed at a minimum, quarterly;
 - b. Evaluate Service Plan;
 - c. Assess for changes in participant's needs;
 - d. Address and resolve conflicts;
 - e. Evaluate progress toward meeting participant centered goals; and
 - f. Document team meetings in participant's record.
- 19. Participant Discontinuation from ABI Services** - Discontinuation from the ABI waiver programs is the sole authority of the Department. The Contractor cannot discharge an ABI waiver program participant prior to receiving written approval from the Department. The Contractor shall:
- a. Conduct and document participant discontinuance activities in accordance with established Department procedure;
 - b. Recommend to the Department ABI waiver program discontinuance of services when appropriate. Circumstances in which discontinuation of services may be recommended include, but are not limited to:
 - 1) The participant voluntarily chooses not to participate;
 - 2) The participant is no longer a resident of the State of Connecticut;
 - 3) The participant is no longer functionally eligible;
 - 4) The participant is no longer financially eligible;
 - 5) The participant is institutionalized for more than ninety (90) days;
 - 6) The participant enters a nursing facility or other institutional Level of Care and does not intend to return to the community;
 - 7) The lack of available services to meet the participant's needs;
 - 8) The cost of the Service Plan exceeds the Department's established cost limits;
 - 9) The participant becomes incarcerated for 90 days or longer;

10) The participant does not comply with the applied income requirement; and

11) The death of a participant.

- c. Initiate the Department's approval process for the discontinuance of services by completing and submitting to the Department an ABI waiver program Discontinuance Recommendation form, embedded as a hyperlink, within one (1) working day of obtaining information that there is a Department recognized reason to discontinue a participant;
- d. When services are being discontinued due to the participant's or participant representative's request, obtain the request for discontinuance in writing from the participant or participant representative. If the participant or participant representative refuses to provide the request in writing, the Contractor shall document in the participant record the date the verbal request was made;
- e. Document in the participant record that the participant and/or participant representative is informed of the plan to discontinue services, the reason(s) for the discontinuance, and the participant's right to appeal;
- f. Provide pre-discontinuance planning to the participant, provider agencies and all other sources of service; and
- g. Upon receiving Department approval for a participant's discontinuance from the ABI waiver program, make sure that all providers are notified in a timely manner that services are to be discontinued.

20. Service Plan - Service Plan is a written individualized plan of ABI waiver program services. The Service Plan specifies the type and frequency of all services required to maintain the participant in the community and is based on the participant needs, values and choices. The Service Plan names each service provider and the associated cost of the service regardless of the payment source or whether or not there is an actual charge for the service. A back-up plan is included on the Service Plan when a participant's health and/or safety would be jeopardized if a disruption in services were to occur.

The Contractor's Care Managers are responsible for the development and monitoring of participant Service Plan. The Department shall review all initial Service Plans and Service Plan cost worksheets to determine the appropriateness of services and to ensure that the Service Plan is complete and within Department Service Plan cost limitations. The Contractor shall develop and monitor individualized Service Plans adhering to the following requirements:

a. Service Plan Format and Content:

- 1) Use the ABI waiver program Uniform Participant Service Plan, embedded as a hyperlink, format and content as the standard design for individual Service Plans;
- 2) Service Plans shall have at least one (1) ABI waiver program covered service;
- 3) Service Plans shall be complete, dated, and signed by the Care Manager and the participant or the participant representative at Initial Assessment, at each Reassessment and any time there is a significant revision to the Service Plan;
- 4) Use new Service Plan forms for Service Plans developed at Reassessments and any time significant changes have been made to the Service Plan;
- 5) Document all formal and informal ABI waiver program services regardless of the provider, source of reimbursement or whether the services are compensated or uncompensated;
- 6) Specify the frequency, type of service(s), and monthly cost of service. (Services expressed in weeks on the Service Plan are multiplied by 4.33 to ascertain the monthly units. The monthly units multiplied by the rate per unit equals the monthly cost of the service.);

- 7) Reflect all participant needs identified and documented on the most recent ABI waiver program Modified Community Care Initial Assessment tool, embedded as a hyperlink, or another assessment tool as directed by the Department;
 - 8) Document Care Management on the Service Plan;
 - 9) Contractor staff will enter the Service Plan as follows into a portal created by the MMIS Contractor, against which all service providers will submit claims directly to the MMIS portal. Required Data Elements include:
 - a) Dates of Service (authorized time span, begin-end dates);
 - b) Agency-Provider number;
 - c) Service-Procedure code;
 - d) Hours-Units; and
 - e) Frequency (for example, once per week).
- b. Development of Service Plan
- 1) Confirm that a cost effective Service Plan that meets the applicant/ participant's ABI waiver program needs can be developed;
 - 2) Assist the participant in selecting the most appropriate services to meet the participant's needs offering a choice of providers, ensuring that the participant has made an informed choice;
 - 3) Plan services in close cooperation with the family and other involved members of the informal support system. The ABI waiver program applicant shall have the opportunity to be involved in and informed about the process, concerns and decisions throughout his/her program participation and be involved, to the extent possible, in the entire process;
 - 4) Document the factors and rationale that allow an acceptable level of risk;
 - 5) Establish and ensure an appropriate, non-duplicative or overlapping service mix:
 - a) Service Plans shall not unnecessarily provide similar services at the same time;
 - 6) Collaborate with other health care professionals providing services to the participant to avoid duplication and to obtain input regarding the development of the Service Plan;
 - 7) Review the Service Plan and determine whether or not there is the need for a back-up plan for each service listed on the Service Plan. A back-up plan is required for all ABI waiver program Consumers whose day and/or time of service(s) are necessary to ensure the participant's health and/or safety:
 - a) Evaluate each service in the Service Plan to determine whether the schedule may vary without risk to the participant;
 - b) Review for the need of a back-up plan:
 - (1) At the time of Initial Assessment;
 - (2) At the time of Reassessment;
 - (3) At any time the participant's status changes to the extent that a back-up plan becomes necessary or is no longer necessary;
 - (4) Document in the Service Plan the review for the need of a back-up plan and the results of that review;
 - (5) Note the back-up plan in the Service Plan and include:
 - (a.) The specificity of day and/or time needed to ensure the participant's health and safety;

- (b.) The identification of a specific plan in the event services can't be delivered;
 - (c.) Notify the provider(s) when a participant's health and/or safety are jeopardized if services are either not delivered or not delivered at the day and/or time indicated on the Service Plan.
- 8) Submit to the Department a copy of the initial Service Plan and upon request any subsequent plans of services;
 - 9) Ensure that the participant is given a copy of the backup plan and most current Service Plan signed and dated by both the participant and Care Manager;
 - 10) Establish and monitor that the Service Plan does not exceed the cost limits established by the Department for each Level of Care; and
 - 11) Obtain the Department's authorization for all ABI waiver program services for Consumers under the ABI waiver program prior to the delivery of the service(s).
- 21. Exploration of Resources-Department as Payer of Last Resort** - The Contractor shall be responsible for ensuring that there is no other existing resource available to pay for a service in an ABI waiver program participant's Service Plan. The Department is always the payer of last resort for all services listed on the Service Plan. The Contractor shall conduct a thorough exploration of all available services and funding sources. Potential alternative resources include, but are not limited to: Medicare, other third party payers, nonprofit organizations and foundations. This requirement to ensure that the Department is payer of last resort should be completed by the Contractor before the authorization of services. The Contractor shall:
- a. Ensure that the Department is always the payer of last resort by:
 - 1) Exploring and utilizing all alternative sources of community support that are available through local and statewide organizations, and the participant's family and neighborhood;
 - 2) Informing and referring Consumers to all appropriate and available sources of assistance including Medicare and other third party payers;
 - 3) Providing participant assistance with accessing alternative resources by obtaining and completing applications;
 - 4) Approaching local and state government agencies for available services and funding only after the Contractor has accessed all available alternative sources of support; and
 - 5) Providing the Department with information on alternative supports explored and utilized that resulted in the Department being the payer of last resort.
- 22. Cost Limits on Individual Plans of Services by Level of Care – Service Plan costs** shall be within the limits related to the applicant or program consumer's Level of Care. All state administered costs for ABI waiver program services shall be counted, including Medicaid, state funds, Older Americans Act Funds (Title III funds) and Social Service Block Grants services funded by Medicare (Title 18). An individual's private third party insurance (for example, Anthem/ Blue Cross), and/or services the participant pays for that are beyond the participant's required contribution, if applicable, are not included when determining the Service Plan cost.
- a. The cost limits on individual Service Plans are:
 - 1) ABI Waiver I has a cost cap of 200% of the institutional Level of Care; and
 - 2) ABI Waiver II has a cost cap of 150% of the institutional Level of Care. The following hyperlink is the Level of Care Form, W-1034. The Department updates the cost caps annually and will provide updated information to the contractors, appropriately.
 - b. The Contractor shall develop, monitor, and be responsible for individual Service Plans adhering to the Department's Service Plan cost limits:

- 1) Complete the ABI waiver program Service Plan Cost Worksheet, embedded as a hyperlink, to determine the monthly or annual cost of services identified in the Service Plan and ensure Service Plan costs are at or below the allowed amount;
- 2) If a program applicant's or program participant's Service Plan cost exceeds the cost limits, the applicant/participant and/or family has the option of paying the difference between the limit and the Service Plan cost;
- 3) If the Contractor does not have information on the actual cost of services on the Service Plan being paid for by other state administered programs, the Contractor shall estimate the cost based upon payments made for similar services; and
- 4) If the rate(s) for a home care service (for example) covered by the ABI waiver program is increased, decreased or otherwise modified; the Contractor shall update the Service Plan to reflect those changes at the next scheduled monthly monitoring activity or at the six (6) month visit (whichever occurs first) following receipt of the new and/or modified rate(s). The Contractor and other providers will be liable for costs in excess of the cost limit following that transition period unless the Service Plan is under appeal or the Department grants an administrative exception.

23. Hearings and Appeals - The applicant or Consumer may appeal DSS or Contractor decisions. Appeals and requests for reconsideration shall be addressed to the Department when the matters are not resolved in a timely manner to the satisfaction of all parties. It is the responsibility of the Contractor to ensure that the applicant/participant and/or the applicant/participant's representative are provided with appropriate written material(s) noting the participant's right to grieve and appeal and the steps involved with each process.

DSS or Contractor decisions that may be appealed are:

- Level of Care determination (appealed directly to the Department);
- Denial of Initial Assessment (appealed directly to the Department);
- Denial of ABI waiver programs upon completion of the Initial Assessment and Service Plan development (initial appeal to the Contractor);
- Content of the Service Plan including type and frequency of service(s) and designated provider (Initial appeal to the Contractor);
- Provision of ABI waiver program services such as dissatisfaction with a provider (Initial appeal to the Contractor); and
- Participant applied income. (Appeal directly to the Department.)

a. The Contractor shall:

- 1) Have a written grievance and appeals procedure, approved by the Department that governs the grievance decisions made by the Contractor under the ABI waiver programs;
- 2) Provide the participant and/or the participant's representative appropriate written materials describing the Contractor grievance process;
- 3) Provide written information to all applicants and Consumers regarding the right to appeal any decision that adversely affects them both at the Initial Assessment and at any time the Contractor takes an adverse action against the participant;
- 4) Have a written procedure approved by the Department for providing applicants and Consumers the opportunity to appeal. The appeal process shall include at a minimum the following provisions:

- a) Notification of all applicants and Consumers of their appeal rights according to DSS policy;
 - b) A requirement that appeals shall be submitted in writing to the Contractor or the Department as applicable;
 - c) A procedure for determining whether the appeal has merit based on program regulations;
 - d) A procedure for correcting errors in cases where the appeal is ruled to be justified;
 - e) A procedure for negotiating disputes; and
 - f) The right of a participant to further appeal ABI waiver program related decisions through the DSS Fair Hearing process, if the Contractor does not resolve the grievance.
- 5) Provide the participant and/or the participant's representative appropriate written materials describing the appeal process;
- 6) Document in the participant record:
- a) The Contractor's verbal review of the participant's grievance and appeal rights;
 - b) The participant's or the participant's representative's receipt of written description of the grievance and appeals process; and
 - c) The participant's or the participant's representative's acknowledgement of understanding the participant's grievance and appeal rights.
- 7) Act on behalf of the Department regarding participant grievances and appeals:
- a) Attend hearings at the request of the Department;
 - b) Document all grievances filed and their outcomes; and
 - c) Assist the Department in the preparation of summaries for Fair Hearings when an appeal is made to the Department including conducting a participant reevaluation upon Department request.

24. Direct Service Providers - The Contractor is responsible for forming working relationships with service providers that provide direct services to program Consumers. The Contractor can only authorize services to be provided by service providers that meet all program requirements for providers as set forth in this Contract. Contractor is responsible for monitoring the quality of services provided to program Consumers and that services are provided as stipulated in the Consumer's Service Plan. The Contractor shall:

- a. Authorize services to be provided by providers who are enrolled with the Department as ABI Providers; and
- b. Ensure that all providers performing services to program recipients are approved Medicaid providers.

25. Participant Contribution - ABI waiver program Consumers are required to contribute to the cost of their program services when the participant's income exceeds by 200 % of the Federal Poverty Level. This is referred to as an "applied income." Consumers are required to contribute when the following conditions are met:

Medicaid Consumers

The contribution of individuals whose services are funded by Medicaid will be an "applied income" amount calculated by DSS. The DSS Regional Office determines the exact amount of an individual's applied income. The DSS Regional Office is responsible for all financial matters related to Medicaid eligibility. The Department allows Consumers to protect an amount equal to 200% of the federal poverty level. This means that Consumers with income at or below that amount whose services are funded by Medicaid will have no contribution.

- a. The Contractor is responsible for explaining to the participant the applied income contribution requirements by submitting a signed applied income agreement. When the Department determines that an applied income is

required, the Contractor is responsible for explaining the amount of the applied income to the participant and/or participant's legal representative, obtaining a signed and dated Participant Applied Income Contribution Agreement, embedded as a hyperlink, and forwarding a copy to the Fiscal Intermediary (FI) responsible for collecting the applied income. The applied income will be collected by the Department's FI. It is the responsibility of the Contractor to provide signed copies of applied income to the Department's FI in a timely manner. The Contractor shall:

- 1) Educate the participant and/or the participant's legal representative about the ABI waiver program participant applied income requirements;
- 2) Ensure that the participant and/or the participant's legal representative understands the amount the participant is required to contribute before the participant makes a decision to accept services;
- 3) Document the participant's or the participant's legal representative's agreement to the contribution, prior to the receipt of services, by obtaining a signed DSS' ABI waiver program Participant Applied Income Contribution Agreement, embedded as a hyperlink; and
- 4) Forward copies of the Participant Applied Income Contribution Agreement, embedded as a hyperlink, to the FI responsible for collecting the applied income. Maintain copies of the participant's signed statement and written notices.

26. Notice of Liability to Applicant or Recipient of Care or Legally Liable Relative

The State of Connecticut has the authority to recover money from an ABI waiver program participant or a legally liable relative for the cost of the state-funded services received under the ABI waiver program. The Department is required to provide notice to all applicants and/or recipients of services of the State's right to recover. DSS' ABI Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form, embedded as a hyperlink, is the method the Department uses to document that the applicant and/or participant's legal representative has been properly notified that the State may require a legally liable relative (LLR) to reimburse the State for the cost of the ABI waiver program services. The Contractor shall:

- a. Obtain and submit to the Department a signed ABI waiver program Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form, embedded as a hyperlink, prior to the participant's acceptance of services; and
- b. Inform the participant and/or the participant's legal representative whether or not the Department has determined that the participant's spouse is considered to be a LLR.

27. Waiting List - The ABI waiver programs are subject to availability of funds. The portion of the program funded under the federal Medicaid 1915c waiver is subject to continued approval of the waiver, and to any limits on expenditures or the number of persons who can be served under the waiver application.

The number of persons admitted to the program may be limited when the state appropriation or the limits under the federal Medicaid 1915c waiver are insufficient to provide services to all eligible persons. The Department may establish a waiting list when these limits are reached. The Department shall serve applicants that meet all program requirements from the waiting list. The selection from the waiting list will be in the order the applications are received. The Contractor shall:

- a. Comply with the Department's requirements and procedures for participant waiting lists; and
- b. Work collaboratively with the Department in the administration of the ABI waiver program participant waiting list.

28. Quality Assurance Program - The Contractor shall implement a quality assurance program for monitoring adherence to ABI waiver program policies and procedures including the provision of quality Care Management Services. The quality assurance program shall be reviewed and approved by the Department prior to implementation. The quality assurance program shall, at a minimum, include a review of participant records (without participant identifiers) by professionals not employed by the Contractor, supervisory record reviews, the development and implementation of participant satisfaction surveys, including satisfaction with providers and cooperation with the Department's

participant record and administrative reviews. The Contractor shall utilize the system of Critical Incident Reporting to the Department utilizing the form on the Department's WWMS.

29. Review of Contractor's ABI Participant Records - The Contractor shall be responsible for monitoring adherence to the Department's requirements for maintaining participant records including documentation of quality Care Management activities. The Contractor shall:

- a. Submit to the Department for approval a quality assurance procedure to review the Contractor's ABI waiver program participant records of active program participants that includes:
 - 1) An explanation of the sampling methodology;
 - 2) A description of the factors used to determine the appropriate management of a participant;
 - 3) A process to identify and utilize reviewers who are not professionals employed by the Contractor;
 - 4) A review for adherence to ABI waiver program requirements for participant records;
 - 5) A review of the appropriateness of the Service Plan for participants whose Service Plan cost is less than twenty percent (20%) or greater than eighty-percent (80%) of their category cost cap;
 - 6) A description of the review process;
 - 7) A requirement that the Contractor will:
 - a) Review a sample of cases quarterly;
 - b) Conduct an annual review of a minimum of one percent (1%) of active ABI waiver program participant records;
 - c) Commit to take effective and appropriate corrective action(s); and
 - d) Submit an annual report to the Department including the names, titles, and employers of the reviewers, the results of the review and any corrective action(s) taken.
- b. Implement the Contractor's approved procedure for internal participant record reviews.

30. Monitoring of ABI Waiver Program Participant Satisfaction - The Contractor shall be responsible for the monitoring of participant satisfaction among ABI waiver program participants and implementing appropriate and timely corrective actions when indicated. The Contractor will ensure the quality of services provided, and ensure that the participant feels empowered to choose from a full range of services that meet their needs and preferences. The Contractor will ensure that the participant feels respected in the Service Planning process, embracing **person-centered approach** to Service Plan development. The Contractor will encourage participant comfort to freely report concerns of retaliation from a provider. The Contractor shall:

- a. Develop and implement a strategy for measuring participant satisfaction with ABI waiver program services among active program participants. The strategy for measuring participant satisfaction shall include the use of participant surveys that are conducted for new participants within sixty (60) days of admission to the ABI waiver program and randomly thereafter;
- b. Conduct random participant satisfaction surveys at least annually;
- c. Conduct the random participant satisfaction process through a randomly selected sample size that shall be at least 15% of the total participant population which results in an average reported sampling size of no less than 10% of the total participant population per year/per region;
- d. Use both telephone and print surveys to gather information;
- e. Address all ABI waiver program services, availability of providers and service delivery, intake procedures, and on-going Contractor contact;
- f. Conduct the survey with a participant representative when the participant is unavailable or unable to participate;

- g. Commit to the Department that appropriate and effective corrective action(s) will be taken based on survey results;
- h. Report the Contractors activities to measure participant satisfaction to the Department annually. The report shall:
 - 1) Provide the specifics of the administration of the survey(s) including:
 - a) Number and percentage of the participant population who were sent surveys or contacted for survey participation;
 - b) Date(s) survey(s) sent or conducted;
 - c) Methodology used to select survey participants; and
 - d) A copy of the survey instrument.
 - 2) Provide the results of the survey including:
 - a) Number of and percent of surveys completed;
 - b) Results for each question on the survey instrument;
 - c) Describe any corrective action(s) taken as a result of the surveys; and
 - d) Demonstrate that the Contractor is in compliance with DSS' requirements for measuring participant satisfaction.
- i. Use participant satisfaction survey tools approved by the Department that include measures that reflect participant experience with care, participant choice, quality of life, self-determination, perception of a person-centered approach to Service Plan development and coordination of care; and
- j. Following the Department's approval, implement the approved procedure for measuring participant satisfaction.

31. DSS' Participant Record and Administrative Review - The Department reserves the right to conduct participant record and administrative reviews encompassing an evaluation of the Initial Assessment, Reassessment and Care Management services provided under the program, as well as adherence to ABI waiver program policies and procedures. The Contractor shall:

- a. Cooperate fully with the Department or its designees with the evaluation including providing access to all requested program forms, records, documents, and reports;
- b. Ensure timely reporting of required statistical information to the Department as required to satisfy Medicaid waiver commitments;
- c. Take corrective action(s) based on the results of DSS' participant record and administrative reviews within an established timeframe deemed appropriate by the Department;
- d. Respond, in writing, to the Department's recommendations resulting from the participant record and administrative reviews and the corrective action(s) taken by the Contractor; and
- e. Perform internal supervisory record reviews utilizing an audit tool approved by the Department. Report results of the audit in a summary format on a quarterly basis.

32. Protocols for the Transfer of Existing Participants - The Department offers the right to negotiate a contract to organizations that are new to the ABI waiver program. In the event that occurs, the Contractor will be required to work with the Department to transfer the participants from the Department to the Contractor. Such transfer shall be conducted in accordance with a method and timetable approved by the Department in consultation with the Contractor. All costs to the Contractor for transfers will be included in the per member per month (PMPM) rate for Care Management. The Department intends to provide copies of forms, case notes, provider reports and reassessment dates. The Contractor shall:

- a. Following consultation with the Department and current Contractor, establish and submit for the Department's approval a timetable and methodology for accepting transferring participants;
- b. Ensure continuity of care by employing the same service providers unless otherwise requested by the participant or extenuating circumstances exist.

Transition Plan:

Clients will be identified by the current social worker who because of the instability of their service plan, will benefit from an in person joint visit with the DSS social worker. Other cases will be handed off via a team meeting to be arranged with the current social work regional office supervisor and the new care management agency.

DSS will make administrative staff from the HCBS unit available in person in the Access Agency's offices to assist with the transition process and to be a resource to the new care managers.

The HCBS unit has compiled client records which can be made available to the contracted care management provider prior to June 1, 2016.

33. General Requirements - The Contractor shall:

- a. Invoice Care Management services in accordance with Department procedures. ABI waiver program services and medical services provided to participants are to be billed directly by the enrolled Medicaid provider in accordance with Department procedures;
- b. Submit bills to the Department within the time specified for the filing of Medicaid claims of one (1) year. Invoices for Care Management services shall be received within twelve (12) months of the services being delivered or within 12 months of the date a participant is granted retroactive eligibility;
- c. Invoice for Care Management services provided to each ABI waiver program participant. The Department shall reimburse on a two (2) times per month financial cycle. The Department shall pay all valid and proper claims within 30 days after receipt of said claims. A valid and proper bill for services is one that has no defects and requires no additional information for processing;
- d. Submit electronic claims to the Department through the MMIS portal. Electronic claims are the only acceptable method of billing; and
- e. Submit HIPAA compliant electronic claims when the Contractor has the computer capability and when authorized in advance to do so by the Department. The Contractor shall follow all current HIPAA procedures including signed Trading Partner Agreement. DSS' contracted FI will provide the Contractor with bi-monthly remittance advices that discloses all payments authorized and paid based on the designated forms on each individual participant. The remittance advice will also indicate any payments that were processed and denied and the reason(s) for the denial.

34. The Team - The Contractor shall be the team leader for the person-centered planning team meetings. At a minimum, the team must consist of a Care Manager, participant, service providers, a conservator, if applicable, interested family members, a cognitive behaviorist if applicable and a representative from the Department of Mental Health and Addiction Services (DMHAS) if participant is a DMHAS participant.

- a. Team Members - Participant/Representatives - Whenever possible the program participant is to be an active member of the planning team. This includes the following:
 - 1) Working with Care Manager to develop/revise their Service Plan;
 - 2) Working with ABI waiver program providers as described in the Service Plan; and
 - 3) Notifying and discussing any desired changes regarding goals or services.
- b. Cognitive Behaviorist - A Cognitive Behaviorist shall provide services that assist natural support persons and/or paid support staff in carrying out individual treatment/support plans, which are not covered by the Medicaid State Plan, necessary to improve the participant's independence and inclusion in their community. This service may be self-directed.

- c. **Care Manager** - The Care Manager is the administrative team leader and must be strong and effective. The Care Manager coordinates communication among all team members, including the ABI waiver program participant. This is especially important when cognitive deficits affect the participant's memory. Maintaining good communication contributes towards effective coordination of services to successfully support the participant in the community. The Care Manager schedules meetings, sets the agenda, with input from team members.
- d. **ABI Waiver Providers** - Providers deliver an update progress toward the ABI waiver program participant's goals; and identify any impediments to achieving projected milestones. They seek guidance and feedback from the participant and other team members regarding next steps.
- e. **Team Meetings – Frequency** - Team Meetings are scheduled based on the service needs of the ABI waiver program participant. Many waiver participants benefit from monthly meetings. For an individual whose situation is stable, however, team meetings shall be held at least every three (3) months.
 - 1) **Team meeting Agenda Items:**
 - a) Introductions
 - b) Progress on action items from last meeting
 - c) Progress Report (Team Members check off areas for relevant progress updates)
 - d) Incident Reporting
 - e) Accomplishments
 - f) Health & Safety Considerations
 - g) Action Items for Next Meeting

35. Critical Incident Reports - ABI Waiver Service Providers are required to report an occurrence involving a Waiver Participant that:

- a. Results in a physical injury to or by the participant that requires a physician's treatment or an admission to a hospital;
- b. Results in someone's death;
- c. Requires emergency mental health treatment for the participant;
- d. Requires the intervention of law enforcement; and
- e. Other critical incidents as identified by the Department.

These critical incident reports shall be made in accordance to the manner, format and timeframe set forth in ABI Waiver Provider Agreement and DSS ABI Waiver Manager or designee.

36. Provider Fraud - The intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law and practices that are inconsistent with generally accepted fiscal or business practices and result in unnecessary cost to the ABI waiver program. This shall include, but is not limited to:

- a. Billing for services not rendered;
- b. Inappropriate or lack of documentation to support services billed;
- c. Billing for services for ABI waiver participants who are institutionalized during the dates of billed service provision; and
- d. Violating Medicaid policies, procedures, rules, regulations, and/or statutes.

37. Record Keeping - Necessary information sharing (consonant with HIPAA and other state and local confidentiality and privacy standards) documentation must include a brief description of the service provided.

- a. Providers are required to retain records to document services submitted for Medicaid reimbursement for at least seven (7) years from date either service or item was provided;

- b. Upon written request presented to the provider, the Department or authorized agent will be given immediate access to, and permitted to review and copy any and all records and documentation used to support claims billed to Medicaid;
- c. "Immediate access" means access to records at the time the written request is presented to the provider; and
- d. Service Provision Documentation:
 - 1) Participant's name, signature (or responsible party) if self-directing;
 - 2) Caregivers name/signature;
 - 3) Date of service;
 - 4) Start time for each visit;
 - 5) End time for each visit; and
 - 6) Brief description of duties performed.

38. Staffing - The Contractor shall:

- a. Maintain organizational charts, personnel and affirmative action policies, job descriptions and qualifications for each staff and consultant position related to the program;
- b. Inform the Department in writing of any revisions to the organizational charts, and personnel and affirmative action policies at the time revisions occur;
- c. Submit to the Department for prior written approval changes in personnel;
- d. Submit to the Department the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other personnel identified by the Department;
- e. Refrain from initiating any change(s) that may or will negatively impact the Department or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this Contract;
- f. Meet the needs of the participants and estimated service loads of the service region through the maintenance of a sufficient staffing pattern by providing a Program Manager and such other administrative staff as may be needed to adequately administer the ABI waiver programs, as well as any other programs the Contractor may operate;
- g. Meet the needs of non-English speaking participants by employing bilingual staff needed to adequately provide ABI waiver program services to the target populations; and
- h. Provide supervision for all program staff.

39. Reporting and Data Collection Requirements - The Contractor shall submit the following reports to the Department:

- a. Annual Audited Financial Report - The "Annual Audited Financial Report" is due within 90 days after the end of each fiscal year.
- b. Annual Grievance and Appeals Report - "The "Annual Grievance and Appeals" report is due within 90 days after the end of each fiscal year. This report is a listing of grievances filed by ABI waiver program participants including a description of the grievance(s) filed, the action(s) taken by the Contractor, and the final resolution(s).
- c. Semi-Annual Participant List - The "Semi-Annual Participant List" is due by December 31st and June 30th of each contract year. This report is to be prepared by **region OR regions** if the Contractor is under contract with more than one region.
- d. Bi-Annual Quantitative Assessment Data Report - The "Bi-Annual Quantitative Assessment Data" report shall be submitted to the Department within 45 days after the end of the reporting period; February 15 and August 15 of each contract year. This report is a computerized data transfer as detailed in the Department's Data Specifications for

Contractor File Transfer. The data file includes comprehensive, participant specific information on assessment data, Service Plans, participant fees and such other information as may be required by the Department. This report will not be required once the Universal Assessment is fully functional.

- e. Quarterly Assessment and Care Management Activities Report - The "Quarterly Assessment and Care Management Activities Report" is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared by region with a total page for all regions if the Contractor is under contract with more than one region.
- f. Quarterly Report of Supervisory Record Reviews - Report results of the internal supervisory record audits, in a summary format, on a quarterly basis.
- g. Quarterly Activity Report - The Quarterly Activity Report is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared on the DSS standardized monthly activity report form. Required reporting is by region and a total for all regions if the Contractor is under contract with more than one region.
- h. Miscellaneous Reports

The Contractor is responsible for submitting unscheduled reports requested by the Department about any aspect of ABI waiver program operations and in a timeframe determined by the Department.

NOTEWORTHY: The Department shall require the Contractor to submit complete and accurate data files within the designated timeframe. Contractor failure to submit accurate and complete reports as defined above is subject to financial withholding to be determined by the Department. Consistent failure to meet these requirements may result in the termination of the contract.

40. Accounting System - Requirements - The Contractor shall:

- a. Implement and maintain a uniform accounting system that, budgets, accounts for, and reports all actual program revenues and expenditures and units of service provided. This system shall reflect the application of generally accepted accounting principles (GAAP), principles and practices that are approved by the American Institute of Certified Public Accountants;
- b. Implement the accrual method of accounting;
- c. Maintain records in sufficient detail to support all financial and statistical information provided to the Department, and provide a clear audit trail;
- d. Differentiate between DSS and non-DSS funding sources in income and expenditure reports; Allocate the costs by services, administrative, and general categories;
- e. Segregate and report this information by ABI waiver program region if the contractor is under contract with more than one region; and
- f. Allocate costs directly attributable to each of the primary Contractor functions (Care Management, Initial Assessments and Reassessments) performed for each program region directly to an account for that region. Allocate costs that cannot be directly related to a specific regional operation on the basis of Care Management time. The Contractor shall demonstrate that a cost cannot reasonably be attributed to ABI waiver program operations before the cost may be allocated.

41. Work Plan South Central Region - The Contractor shall:

a. Start-up and Implementation

Within 15 days of notification of the right to negotiate a contract, formal employment offers will be made to previously identified staff. The training program will be implemented. Training combines both the on-site training by an MS, RN, NHA, CDP, CCM with extensive public health experience including experience with psychiatric populations. Web-based training through the American Brain Injury Association will be initiated with the goal of complete certification of all associated staff by October 1, 2016. Office furniture will be ordered. Computer equipment will be purchased and staged. Staff will prepare to enroll clients in the client management system and review case notes as soon as the notes are available.

b. Tasks and Deliverables

Tasks	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Post job positions; responsible staff: E.D., Dir. CM, Dir. Community Supports											
Recruit, interview and observe prospective staff. Formalize hiring once contract award is announced. Responsible staff: E.D., Dir. CM, Dir. Community Supports											
Begin intensive training with RN, MPH, CCM and American Brain Injury Association; responsible staff: E.D., Dir. CM, Dir. Community Supports											
Complete training and testing. Certify all Care Managers and Supervisors. ABI Specialized CMs											
Order office furniture and equipment; responsible staff: E.D.											
Review case notes, neuropsychological notes, enter clients in client management system; ABI Specialized CMs, admin staff											
Schedule first meetings with 46 clients; enter initial notes in an Assessment Profile template designed to address health, cognition, behavior, supports, goals, client preferences, risks and service plan. ABI Specialized CMs											
Monthly calls, visits was appropriate. ABI Specialized CMs											
Quarterly Support Team Meetings. ABI Specialized CMs											
Fully operational per RFP guidelines, including full ABI certification; responsible staff: Dir. CM, Dir. Community Supports											

c. Service Capacity/Delivery Plan/ Process

SWCAA plans to hire from within, promoting wherever possible to ensure highly qualified care managers with proven ability to lead the support team and coordinate person centered service planning that meets the needs of the ABI waiver clients. This process will minimize the down time for new care managers. SWCAA will actively recruit and hire to back fill any vacancies faced due to transitioning staff. SWCAA has a list of per diem care managers who are available to assist in maintaining productivity in other waivers and program.

b. The current staffing plan can support a case load of 150. This number is based on the spreadsheet from DSS, HCBS indicating a combined Southwest and South Central region of 136 clients. One Care Manager will have twenty-five percent of her FTE dedicated to another project, initial assessments in the elder and PCA waiver. Should additional eligible clients increase SWCAA's enrollment, this CM will dedicate 1 FTE to the ABI care management program. The staff ratio of 40:1 allows for almost 5 hours per month dedicated to each client. Client needs may fluctuate from month to month; however, the combined hours, supervisory support and the system of spreading quarterly visits over three months will allow for an optimal service level for each client.

41.1 Work Plan – Southwestern CT Region - The Contractor shall:

a. Start-up and Implementation

Within 15 days of notification of the right to negotiate a contract, formal employment offers will be made to previously identified staff. The training program will be implemented. Training combines both the on-site training by an MS, RN, NHA, CDP, CCM with extensive public health experience including experience with psychiatric populations. Web-based training through the American Brain Injury Association will be initiated with the goal of complete certification of all associated staff by October 1, 2016. Office furniture will be ordered. Computer equipment will be purchased and staged. Staff will prepare to enroll clients in the client management system and review case notes as soon as the notes are available.

b. Tasks and Deliverables

Tasks	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Post job positions; responsible staff: E.D., Dir. CM, Dir. Community Supports											
Recruit, interview and observe prospective staff. Formalize hiring once contract award is announced. Responsible staff: E.D., Dir. CM, Dir. Community Supports											
Begin intensive training with RN, MPH, CCM and American Brain Injury Association; responsible staff: E.D., Dir. CM, Dir. Community Supports											
Complete training and testing. Certify all Care Managers and Supervisors. ABI Specialized CMs											
Order office furniture and equipment; responsible staff: E.D.											
Review case notes, neuropsychological notes, enter clients in client management system; ABI Specialized CMs, admin staff											
Schedule first meetings with 46 clients; enter initial notes in an Assessment Profile template designed to address health, cognition, behavior, supports, goals, client preferences, risks and service plan. ABI Specialized CMs											
Monthly calls, visits was appropriate. ABI											

Specialized CMs						
Quarterly Support Team Meetings. ABI Specialized CMs						
Fully operational per RFP guidelines, including full ABI certification; responsible staff: Dir. CM, Dir. Community Supports						

c. Service Capacity/Delivery Plan/ Process

SWCAA plans to hire from within, promoting wherever possible to ensure highly qualified care managers with proven ability to lead the support team and coordinate person centered service planning that meets the needs of the ABI waiver clients. This process will minimize the down time for new care managers. SWCAA will actively recruit and hire to back fill any vacancies faced due to transitioning staff. SWCAA has a list of per diem care managers who are available to assist in maintaining productivity in other waivers and program.

The current staffing plan can support a case load of 150. This number is based on the spreadsheet from DSS, HCBS indicating a combined Southwest and South Central region of 136 clients. One Care Manager will have twenty-five percent of her FTE dedicated to another project, initial assessments in the elder and PCA waiver. Should additional eligible clients increase SWCAA's enrollment, this CM will dedicate 1 FTE to the ABI care management program. The staff ratio of 40:1 allows for almost 5 hours per month dedicated to each client. Client needs may fluctuate from month to month; however, the combined hours, supervisory support and the system of spreading quarterly visits over three months will allow for an optimal service level for each client.

B. DEPARTMENT RESPONSIBILITIES - To assist the Contractor in the performance of the duties herein, the Department shall:

1. Monitor the Contractor's performance and request updates, as appropriate;
2. Respond to written requests for policy interpretations;
3. Provide technical assistance to the Contractor, as needed, to accomplish the expected outcomes;
4. Schedule and hold regular program meetings with the Contractor;
5. Provide a process for and facilitate open discussions with DSS Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement;
6. Make DSS staff available to assist with training regarding the ABI waiver program policies and procedures to provide ongoing technical assistance in all aspects of the ABI waiver programs;
7. Provide both an application and a provider participation agreement that shall be completed, signed, and filed with the Department prior to enrollment as a Medical Service Provider; and
8. Provide billing instructions and be available to provide assistance with the billing process.

Specific Department responsibilities are:

- a. Program Management: A Program Director will be appointed by DSS. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.
- b. Staff Coordination: The Program Director will coordinate all necessary contacts between the Contractor and Department staff.

- c. Approval of Deliverables: The Program Director will review, evaluate, and approve all deliverables prior to the Contractor being released from further responsibility.
- d. The Department of Social Services retains the ultimate decision-making authority required to ensure program tasks are completed.

SECTION THREE – BUDGET AND PAYMENT

A. CONTRACT AMOUNT - The total cost of the Contract shall not exceed **\$821,500.00**

1. **Budget** -The Contractor shall adhere to the following budgets:

Seven Month- Two Year Contract Term					
Care Management for Acquired Brain Injury Waiver Program					
Composite Budget Page - 6/1/2016-12/31/2018					
Southwestern CT Agency on Aging, Inc. - South Central Region					
		Year 1	Year 2	Year 3	
		6/1/16 -12/31/16	1/1/17 - 12/31/17	1/1/18 - 12/31/18	2016 - 2018
<i>Line #</i>	<i>Item/Total</i>	Budget Year1	Budget Year 2	Budget Year 3	7 month, 2 year total
		7 months	12 months	12 months	31 months
1.00	<u>CONTRACTUAL SERVICES</u>				
	TOTAL CONTRACTUAL SERVICES	0	0	0	0
2.00	<u>ADMINISTRATION</u>				
	Administrative and General Staff	3,636	6,461	6,622	16,719
	TOTAL ADMINISTRATION	3,636	6,461	6,622	16,719
3.00	<u>DIRECT PROGRAM STAFF</u>				
	Direct services staff	77,677	138,006	141,456	357,139
	TOTAL DIRECT PROGRAM	77,677	138,006	141,456	357,139
4.00	<u>OTHER COSTS</u>				
	Direct Services non-Salary	15,141	25,713	25,713	66,568
	TOTAL OTHER COSTS	15,141	25,713	25,713	66,568
5.00	<u>EQUIPMENT</u>				
		0	0	0	0
6.00	<u>PROGRAM INCOME</u>				
	Program Income	101,500	174,000	174,000	449,500
	TOTAL PROGRAM INCOME	101,500	174,000	174,000	449,500
7.00	<u>TOTAL NET PROGRAM COST</u>				
	(Sum of 1 through 5, minus Line 6)	-5,046	-3,820	-208	-9,074

PROGRAM NAME:

Seven Month - Two Year Contract Term				
Care Management for Acquired Brain Injury Waiver Program				
Composite Budget Page - 6/1/2016-12/31/2018				
Southwestern CT Agency on Aging, Inc. - South Western Region				
	Year 1	Year 2	Year 3	
	6/1/16 -12/31/16	1/1/17 - 12/31/17	1/1/18 - 12/31/18	2016 - 2018
Line #	Budget Year1	Budget Year 2	Budget Year 3	7 month, 2 year total
Item/Total	7 months	12 months	12 months	31 months
1.00 CONTRACTUAL SERVICES				
TOTAL CONTRACTUAL SERVICES	0	0	0	0
2.00 ADMINISTRATION				
Administrative and General Staff	3,130	5,561	5,700	14,392
TOTAL ADMINISTRATION	3,130	5,561	5,700	14,392
3.00 DIRECT PROGRAM STAFF				
Direct services staff	66,635	118,388	121,347	306,369
TOTAL DIRECT PROGRAM	66,635	118,388	121,347	306,369
4.00 OTHER COSTS				
Direct Services non-Salary	9,098	16,829	16,829	42,756
TOTAL OTHER COSTS	9,098	16,829	16,829	42,756
5.00 EQUIPMENT				
	0	0	0	0
6.00 PROGRAM INCOME				
Program Income	84,000	144,000	144,000	372,000
TOTAL PROGRAM INCOME	84,000	144,000	144,000	372,000
7.00 TOTAL NET PROGRAM COST	-5,137	-3,222	-124	-8,483

(Sum of 1 through 5, minus Line 6)

- Budget Variance** - This is a Fee for Service Contract and budget variances with be Reviewed by the CM_ABI Program Manager.
- Advance** - The Department shall pay a start-up operating advance of **\$11,900.00** to allow for significant recruitment and hiring activities in South Central and South Western Regions. The amount of **\$11,900.00** shall be kept in a separate General Ledger liability account by the Contractor for the purposes of tracking and accounting. The funds shall be reconciled annually by the Department and Contractor. Interest earned on the funds belongs to the Department and the funds are returnable to the Department upon expiration of the Contract.
- Per Member Per Month Rate**

Service	Year 1	Year 2	Year 3

Per Member Per Month Cost	\$250.00	\$250.00	\$250.00
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The Contractor will not charge monthly PMPM fees while the member is temporarily out of the community for an entire month due to institutionalization or away on personal matters in which the client is not receiving direct services.

The full monthly PMPM may be billed if the client is in the community receiving ABI waiver services for the full or a partial month. To bill the full PMPM for a partial month, the Contractor must have completed the monthly monitoring contact for that month. The PMPM will not be prorated.

After six (6) months, the Department will request documentation of the time spent on case management monthly activities. The data will be analyzed by the Department's rate setting unit.

5. **Initial Assessment** – If an Initial Assessment of a Consumer is completed in one month, no additional procedural codes may be submitted for that month of the Initial Assessment. The cost of the Initial Assessment is \$300.00.

6. **Billing and Payment Information** – The Contractor shall adhere to the Department's Policies and Procedures relative to the billing procedures to receive reimbursement for Care Management services performed.

a. The Department shall not reimburse:

- 1) For failure to meet the terms of its contract or provider agreement with the Department;
- 2) For any services while an individual is institutionalized;
- 3) Invoices for services after the death of an individual. The count of participant days for purposes of billing for Care Management services begins on the effective date of a written Service Plan. The effective date shall be subsequent to the completion of an assessment. The date of death or the date of institutionalization may be billed, but no date(s) of service may be billed after these dates;
- 4) Services that are not provided or not provided in accordance with ABI waiver program procedures, including prior authorization when appropriate;
- 5) Incorrect, incomplete, or duplicative claims or when the participant is no longer eligible for the ABI waiver program; and
- 6) For a service when an invoice for is received more than twelve (12) months after the date the service was delivered.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, 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.
8. **"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, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, 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.
9. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **"Personal Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. Inspection of Work Performed.

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency 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.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract

with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

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 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).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://ct.gov/opm/fin/cost_standards.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended 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 Agency 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 and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency 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 Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
- (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
 - (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency 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 or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them 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; for 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) Are 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; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability

under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless 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 sections 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.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property

Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

13. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head 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 Agency Head pursuant to this section, 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 Agency 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 Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

14. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) 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.

15. Representations and Warranties. Contractor shall:

- (a) perform fully under the Contract;
- (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

16. Reports. The Contractor shall provide the Agency 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 shall provide the Agency with such reports as the Agency requests as required by this Contract.

17. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

18. Record Keeping and Access. The Contractor shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.

19. Protection of Personal Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>
- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;

- (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
- 21. Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - (b) The Contractor shall provide written Notice to the Agency 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 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
- 22. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise

or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) 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; or
 - (7) any combination of the above actions.

- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the

property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all

applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - (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, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

- (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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
- (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the individual's designated record set,
- the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the

Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) 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 HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) 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 HIPAA Standards 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.
- (k) 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 the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and 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 (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (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, civil or criminal penalty, 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 contrary to the sections of this Contract or applicable law. 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 any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. 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 shall 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 shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g 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 give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the 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 Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

- (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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 it 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) 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 as relate to the provisions of this Section and Connecticut General Statutes § 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 projects.
- (c) Determination 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 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) The Contractor shall include the provisions of subsection (b) 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 Connecticut General Statutes §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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g)
- (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 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 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 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 Connecticut General Statutes § 46a-56; and
 - (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 the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") 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 reproduced below: www.ct.gov/seec



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$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 up to \$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 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) 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; or
 - (7) any combination of the above actions.

- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- 5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
- 6. Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the

property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all

applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - (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, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

- (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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the

Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) 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 HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) 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 HIPAA Standards 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.
- (k) 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 the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and 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 (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(1) Miscellaneous Sections.

- (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, civil or criminal penalty, 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 contrary to the sections of this Contract or applicable law. 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 any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. 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 shall 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 shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g 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 give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the 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 Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

- (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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 it 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) 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 as relate to the provisions of this Section and Connecticut General Statutes § 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 projects.
- (c) Determination 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 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) The Contractor shall include the provisions of subsection (b) 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 Connecticut General Statutes §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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g)
- (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 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 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 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 Connecticut General Statutes § 46a-56; and
 - (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 the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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 any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
 - (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") 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 reproduced below: www.ct.gov/seec



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$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 up to \$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 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seac. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-160. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SIGNATURES AND APPROVALS

16DSS5101XX/015-1XX-DWS-1

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended

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

CONTRACTOR - Southwestern Connecticut Agency on Aging, Inc.

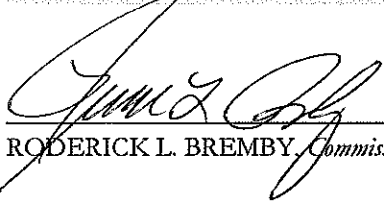


Marie L. Allen, Executive Director

5, 31, 16

Date

DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, Commissioner

6, 6, 16

Date

OFFICE OF THE ATTORNEY GENERAL



ASST/Asst. Attorney General (Approved as to form)

Robert W. Clerk

6, 13, 16



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Executive Director of SWCT Agency on Aging, Inc. an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of State of Connecticut.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of SWCT Agency on Aging, Inc. and that SWCT Agency on Aging, Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Marie L. Allen
Authorized Signatory

Marie L. Allen
Printed Name

Sworn and subscribed to before me on this 17 day of June, 2015.

Rachael Harvey
Commissioner of the Superior Court/
Notary Public

RACHAEL HARVEY
Notary Public, State of Connecticut
Commission Expiration Date
My Commission Expires Jan. 31, 2020



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

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 if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

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 a twelve-month anniversary 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) "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 a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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.



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor 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 contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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:

Handwritten entries: Dan Dorden, In Tandem, LLC, 6/1/11, Open Ended, Varies, Computer Maintenance

Is the consultant a former State employee or former public official? [] YES [X] 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.

Handwritten entries: Marie L. Allen / SWCAA, Marie R. Allen, 6/17/15

Handwritten entries: Marie L. Allen, Awarding State Agency

Sworn and subscribed before me on this 17 day of June, 2015.

Signature of Rachael Harvey, Commissioner of the Superior Court or Notary Public, RACHAEL HARVEY, Notary Public, State of Connecticut, My Commission Expires Jan. 31, 2020



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature: [Handwritten Signature] Date: 6/17/15
Printed Name: Marie L. Allen Title: Executive Director
Firm or Corporation (if applicable): SW CT Agency on Aging, Inc
Street Address: 1000 Lafayette Blvd 9th Floor City: Bridgeport CT State: CT Zip: 06604

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: Southwestern CT Agency on Aging, Inc.

INSTRUCTIONS:

CHECK ONE: [] Initial Certification. [X] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

[X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

[] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

[] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

[] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ___ day of ___, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



Current User: marcia.medonough@ct.gov

Biznet Menu

Log In/Out

CHRO Form

State of Connecticut
 Commission On Human Rights and Opportunities (CHRO)
 Workplace Analysis Affirmative Action Report
 Employee Information Form

White - Not of Hispanic Origin
 Black - Not of Hispanic Origin
 Asian - Asian/Pacific Islander
 Native - American Indian or Alaskan Native

Southwestern CT Agency on Aging

ID	Job Category	Totals	White Male	White Female	Black Male	Black Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	Native Male	Native Female
24364	Officials/Managers	6	1	4	0	0	0	1	0	0	0	0
24365	Professionals	52	0	34	1	11	1	5	0	0	0	0
24366	Technicians	0	0	0	0	0	0	0	0	0	0	0
24367	Sales Workers	0	0	0	0	0	0	0	0	0	0	0
24368	Office/Clerical	21	0	10	0	5	0	6	0	0	0	0
24369	Craft Workers (Skilled)	0	0	0	0	0	0	0	0	0	0	0
24370	Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0
24371	Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0
24372	Service Workers	0	0	0	0	0	0	0	0	0	0	0
	Totals	79	1	48	1	16	1	12	0	0	0	0

Do you use minority business as subcontractors or suppliers? Yes No Explain: We have purchased office supplies from several companies.

If CT based, do you post all employment openings with the State of Connecticut Employment Service? Yes No Explain:

Do you use an Affirmative Action Plan? Yes No Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices. We recruit staff members using online job boards, area universities and word of mouth. We promote within whenever possible. Our staff are trained by current employees and have an onsite trainer for our

The Department of Administrative Services - Business Network. Review our Privacy Policy
 Need to contact us? Send e-mail to [DAS Web Design](mailto:DAS_Web_Design)
 All State disclaimers and permissions apply.

HR Counter 1.020

75 (Policy Provisions: WC 00 00 00 B)

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CG

INFORMATION PAGE

WE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY.
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 10456
Company Code: 6



POLICY NUMBER:

31 WE CG6875
31 WE CG6875

Previous Policy Number:

Suffix	
LARS	RENEWAL
	04

HOUSING CODE: K1

1. **Named Insured and Mailing Address:** SOUTHWESTERN CONNECTICUT AGENCY ON
(No., Street, Town, State, Zip Code) AGING INC

1000 LAFAYETTE BLVD FL 9
BRIDGEPORT, CT 06604

FEIN Number: 060016607

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION

Business of Named Insured: CONSULTANTS

Other workplaces not shown above: 1000 LAFAYETTE BLVD FL 9
BRIDGEPORT CT 06604

2. **Policy Period:** From 09/30/15 To 09/30/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: SERRA & DELVECCHIO LLC

386 MAIN STREET
MIDDLETOWN, CT 06457

Producer's Code: 804746

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(800) 962-6170

Total Estimated Annual Premium:

Deposit Premium:

Policy Minimum Premium: (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan S. Castaneda*
Authorized Representative

07/10/15
Date