

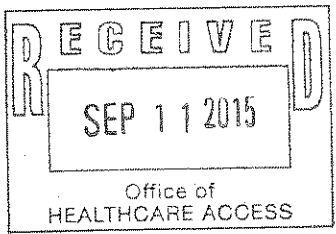
YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
HARTFORD CT 06105
(860) 728-5199
(860) 524-0418 FAX

FACSIMILE TRANSMITTAL SHEET

TO: Steve Lazarus FROM: Dr. Cassano (860) 524-0418 FAX #
COMPANY: DATE: 9/11/2015
FAX NUMBER: (860) 418-7053 TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER: SENDER'S REFERENCE NUMBER:
RE: YOUR REFERENCE NUMBER:

- URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:



YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17-19 MAY STREET
HARTFORD CT 06105
(860) 728-5199



**State of Connecticut
Office of Health Care Access
CON Determination Form
Form 2020**

All persons who are requesting a determination from OHCA as to whether a CON is required for their proposed project must complete this Form 2020. The completed form should be submitted to the Director of the Office of Health Care Access, 410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. PETITIONER INFORMATION

If this proposal has more than two Petitioners, please attach a separate sheet, supplying the same information for each Petitioner in the format presented in the following table.

	Petitioner	Petitioner
Full Legal Name	Youth Challenge of Connecticut, Inc.	
Doing Business As	Youth Challenge of Connecticut, Inc.	
Name of Parent Corporation	N/A	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	15-17 May Street Hartford CT 06105	
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	
Contact Person at Facility , including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	Noel Casiano, PsyD. Executive Director	

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	15-17 May Street Hartford CT 06105	
Contact Person's Telephone Number	(860) 728-5199	
Contact Person's Fax Number	(860) 524-0418	
Contact Person's e-mail Address	ncasianoycct@gmail.com	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title: Phase II Care and Rehab
- b. Estimated Total Project Cost: \$ 135000
- c. Location of proposal, identifying Street Address, Town and Zip Code: 17 May Street Hartford CT 06105 3rd Floor
- d. List each town this project is intended to serve:
Statewide
- e. Estimated starting date for the project: October 1, 2015

SECTION IV. PROPOSAL DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following elements need to be addressed, if applicable:

1. If applicable, identify the types of services currently provided and provide a copy of each Department of Public Health license held by the Petitioner.
2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable.
3. Identify the current population served and the target population to be served.

Section IV. Proposal Description

Youth Challenge of Connecticut, Inc.

1. Youth Challenge of CT, Inc is currently operating a 9 bed residential program at 111 North Sterling Road, Moosup, CT that is licensed by the State of CT Department of Mental Health and Addiction Services (DMHAS) and the Department of Public Health (DPH) as a Facility for Care or Treatment of Substance Abusive or Dependent Persons. Youth Challenge of CT, Inc is proposing to close this specific treatment program and facility in order to transition and open another level of care at 17 May Street, Hartford, CT 06105.
2. The new type of service that will be offered at 17 May Street, Hartford, CT 06105, 3rd floor will be a 10 bed Care and Rehabilitation Program. Youth Challenge of CT, Inc is seeking approval for a Care and Rehabilitation License for 10 beds at this proposed location.
3. The current population that is currently being served are substance abusive men who are 18 and older who are in need of care and rehabilitation services. The men who will be served can be referred from any city or town of the State of CT.

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: Youth Challenge of Connecticut, Inc.

Project Title: _____

I, Noel Casiano , CEO
(Name) (Position – CEO or CFO)

of Youth Challenge of Connecticut, Inc. being duly sworn, depose and state that the
(Organization Name)

information provided in this CON Determination form is true and accurate to the best of my
knowledge.

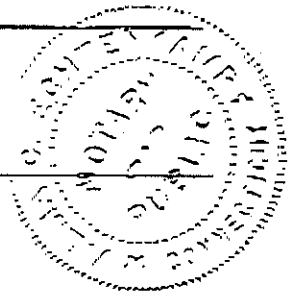
 Noel Casiano 9/11/15
Signature Date

Subscribed and sworn to before me on September 11, 2015

 Vilma C. Echtenkamp
Notary Public/Commissioner of Superior Court

VILMA C. ECHTENKAMP
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2017

My commission expires: _____





YOUTH CHALLENGE OF CONNECTICUT, INC.
 15-17 MAY STREET
 HARTFORD CT 06105
 (860) 728-5199
 (860) 524-0418 FAX

ATTN:

FACSIMILE TRANSMITTAL SHEET

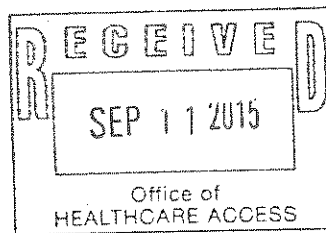
TO: Steve Lazarus	FROM: Dr. Casiano (860) 524-0418 FAX #
COMPANY: and Kayla Biggott	DATE: 9/11/2015
FAX NUMBER: (860) 418-7053	TOTAL NO. OF PAGES INCLUDING COVER: 5
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URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Kayla Biggott
 (860) 418-7012



YOUTH CHALLENGE OF CONNECTICUT, INC.
 15-17-19 MAY STREET
 HARTFORD CT 06105
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Full Legal Name	Youth Challenge of Connecticut, Inc.	
Doing Business As	Youth Challenge of Connecticut, Inc.	
Name of Parent Corporation	N/A	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	15-17 May Street Hartford CT 06105	
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	
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Contact Person's Telephone Number	(860) 728-5199
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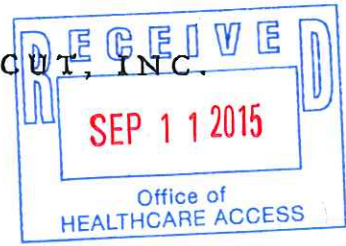
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YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
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NOTES/COMMENTS:

Kayla Rigott
(860) 418-7012

YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17-19 MAY STREET
HARTFORD CT 06105
(860) 728-5199

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0065

Facility for the Care or Treatment of Substance Abusive or Dependent Persons

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Youth Challenge of Connecticut, Inc. of Hartford, CT, d/b/a Youth Challenge of Connecticut, Inc. - Men's Residential Center is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Youth Challenge of Connecticut, Inc.-Men's Residential Center is located at 15-17-19 May St, Hartford, CT 06105 with:

Noel Casiano, Psy.D. as Executive Director.

The service classification(s) and if applicable, the residential capacities are as follows:

15 Intermediate and Long Term Treatment and Rehabilitation Beds

This license expires **June 30, 2016** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2014.

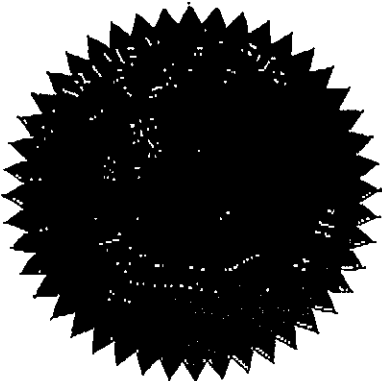
Waiver Sec. 19a-495-570(j)(1)(F)(iv)(i) EFF: 18-Dec-08

License revised to reflect:

Change of Executive Director Eff: 9/19/14



Jewel Mullen, MD, MPH, MPA
Commissioner



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0118

**Facility for the Care or Treatment of Substance Abusive
or Dependent Persons**

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Youth Challenge of Connecticut, Inc. of Hartford, CT, d/b/a Youth Challenge Bible Training Center is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Youth Challenge Bible Training Center is located at 111 North Sterling Rd, Moosup, CT 06354 with:

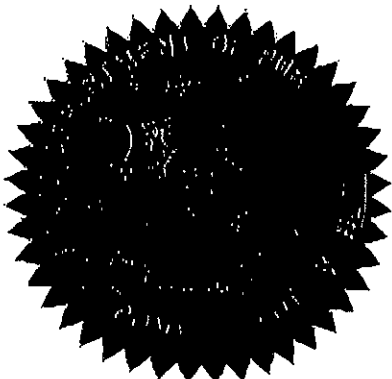
Paul Echtenkamp as Executive Director.

The service classification(s) and if applicable, the residential capacities are as follows:

9 Intermediate and Long Term Treatment and Rehabilitation beds

This license expires **June 30, 2014** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2012. RENEWAL

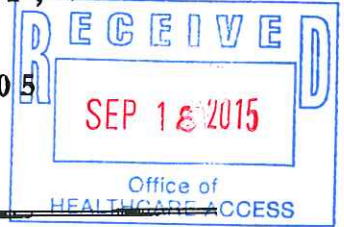


Jewel Mullen

Jewel Mullen, MD, MPH, MPA
Commissioner



YOUTH CHALLENGE OF CONNECTICUT, INC.
 15-17 MAY STREET
 HARTFORD, CONNECTICUT 06105



FACSIMILE TRANSMITTAL SHEET

TO: Kevin Hansted

FROM: Youth Challenge of Connecticut, Inc.

COMPANY:

DATE: 9/16/15

FAX NUMBER: (860) 418-7053

TOTAL NO. OF PAGES INCLUDING COVER: 37

PHONE NUMBER:

R/E:

YOUR PHONE NUMBER:
 (860) 728-5199 Fax: (860) 524-0418

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

CONFIDENTIAL

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CONTRACT AMENDMENT

Contract No.: 11MBA2187AA

Amendment No: 4

Term of Contract: 7/1/11 through 6/30/16

The contract between Youth Challenge of CT (the Contractor) and the Department of Mental Health and Addiction Services (the Department) which was executed by the parties on 06/14/11 and subsequently amended on 04/06/12, 05/08/13 and 04/29/14, is hereby amended as follows:

1. The total maximum amount payable under this contract for is increased by \$1,782 from \$154,262 to \$156,044. This includes the following funding adjustments:
 - a. Funding is increased in the amount \$891 for State Fiscal Year 2015 due to the Federal Sequester.
 - b. Funding is increased in the amount \$891 for State Fiscal Year 2015 due to the Federal Sequester.
2. The total maximum amount payable under this contract for State Fiscal Year 2015 is increased by \$891 from \$30,650 to \$31,541. The total maximum amount payable under this contract for State Fiscal Year 2016 is increased by \$891 from \$30,650 to \$31,541.
3. The contractor shall adhere to the approved budget for State Fiscal Year 2015, negotiated with the department, in compliance with Part I, Section B, Clause 1 of this agreement. The approved budget consists of page 2 through page 3 of this amendment.

All provisions of this contract, except those specifically changed by this Amendment, remain in full force and effect.

Effective Date: 4/17/2016

CONTRACT NUMBER: 11MMA2162

CONTRACT PERIOD: 07/01/2011 through 06/30/2016

ST FISCAL YR (SFY): 2016

PROVIDER: Youth Challenge of Connecticut, Inc.

Approved by: *Mooney*

		2015	2016
4100	CONTRACT FUNDING	\$ 31,541	\$ 31,541
4101	State Funds	\$ 1,820	\$ 1,820
4102	Federal/Other Funds	\$ 29,721	\$ 29,721
4200	OTHER STATE AGENCY FUNDING	\$ 24,920	\$ 24,920
4212	Social Services	\$ 24,920	\$ 24,920
4300	OTHER INCOME	\$ 384,415	\$ 384,415
4302	Direct Private Foundation Grants	\$ 67,808	\$ 67,808
4305	Client/Participant Fees	\$ 7,500	\$ 7,500
4307	United Way	\$ 2,500	\$ 2,500
4308	Service Fees	\$ 210,908	\$ 210,908
4313	Fundraising	\$ 95,699	\$ 95,699
TOTAL INCOME		\$ 450,876	\$ 450,876
EXPENSES			
5100	SALARIES	\$ 195,435	\$ 195,435
5101	Staff Salaries & Wages	\$ 195,435.00	\$ 195,435
5200	FRINGE BENEFITS	\$ 16,254	\$ 16,254
5300	CONTRACTUAL SERVICES	\$ 25,610	\$ 25,610
5301	Medical Professional	\$ 6,240	\$ 6,240
5302	Behavioral Health Professional	\$ 11,500	\$ 11,500
5304	Other Contractual (specify in narrative)	\$ 7,870	\$ 7,870
5400	TRANSPORTATION	\$ 2,500	\$ 2,500
5401	Staff Travel Reimbursement	\$ 2,500	\$ 2,500
5500	MATERIALS AND SUPPLIES	\$ 38,500	\$ 38,500
5501	Food	\$ 38,500	\$ 38,500
5600	FACILITIES	\$ 67,600	\$ 67,600
5603	Maintenance & Repair - Facility and Plant	\$ 20,000	\$ 20,000
5604	Utilities	\$ 47,600	\$ 47,600
5800	OTHER EXPENSES	\$ 58,500	\$ 58,500
5801	Communications	\$ 4,500	\$ 4,500
5802	Insurance	\$ 45,000	\$ 45,000
5803	Housekeeping	\$ 6,500	\$ 6,500
5805	Drug Testing	\$ 2,500	\$ 2,500
5900	CLIENT SUBSIDIES	\$ 23,350	\$ 23,350
5901	Transportation	\$ 21,000	\$ 21,000
5903	Education	\$ 1,500	\$ 1,500
5906	Other Client Subsidies (specify in narrative)	\$ 850	\$ 850
TOTAL INDIRECT EXPENSES		\$ 28,127	\$ 28,127
TOTAL EXPENSES		\$ 450,876	\$ 450,876
EXCESS/(SHORTAGE)		\$ (0)	\$ (0)

Effective Date: 5/1/2011

CONTRACT NUMBER: 11MH2187

CONTRACT PERIOD: 07/01/2011 through 06/30/2016

BT FISCAL YR (SPY): 2018

PROVIDER: Youth Challenge of Connecticut, Inc.

Approved by: MooneyJo

EXPENSE	UNIT	AMOUNT	AMOUNT
4100 CONTRACT FUNDING	510	\$ 81,521	\$ 81,521
4101 State Funds	16023	\$ 1,820	\$ 1,820
4102 Federal/Other Funds	21782	\$ 29,721	\$ 29,721
4200 OTHER STATE AGENCY FUNDING		\$ 34,920	\$ 34,920
4212 Social Services		\$ 34,920	\$ 34,920
4300 OTHER INCOME		\$ 384,415	\$ 384,415
4302 Direct Private Foundation Grants		\$ 67,808	\$ 67,808
4305 Client/Participant Fees		\$ 7,500	\$ 7,500
4307 United Way		\$ 2,500	\$ 2,500
4308 Service Fees		\$ 210,908	\$ 210,908
4313 Fundraising		\$ 95,699	\$ 95,699
TOTAL CONTRACT FUNDING		\$ 450,876	\$ 450,876
5100 SALARIES		\$ 195,435	\$ 195,435
5101 Staff Salaries & Wages		\$ 195,435.00	\$ 195,435.00
5200 FRINGE BENEFITS		\$ 10,250	\$ 10,250
5300 CONTRACTUAL SERVICES		\$ 25,610	\$ 25,610
5301 Medical Professional		\$ 6,240	\$ 6,240
5302 Behavioral Health Professional		\$ 11,500	\$ 11,500
5304 Other Contractual (specify in narrative)		\$ 7,870	\$ 7,870
5400 TRANSPORTATION		\$ 2,500	\$ 2,500
5401 Staff Travel Reimbursement		\$ 2,500	\$ 2,500
5500 MATERIALS AND SUPPLIES		\$ 38,500	\$ 38,500
5501 Food		\$ 38,500	\$ 38,500
5600 FACILITIES		\$ 67,600	\$ 67,600
5603 Maintenance & Repair - Facility and Plant		\$ 20,000	\$ 20,000
5604 Utilities		\$ 47,600	\$ 47,600
5800 OTHER EXPENSES		\$ 58,500	\$ 58,500
5801 Communications		\$ 4,500	\$ 4,500
5802 Insurance		\$ 45,000	\$ 45,000
5803 Housekeeping		\$ 6,500	\$ 6,500
5805 Drug Testing		\$ 2,500	\$ 2,500
5900 CLIENT SUBSIDIES		\$ 23,350	\$ 23,350
5901 Transportation		\$ 21,000	\$ 21,000
5903 Education		\$ 1,500	\$ 1,500
5906 Other Client Subsidies (specify in narrative)		\$ 850	\$ 850
TOTAL DIRECT EXPENSES		\$ 450,876	\$ 450,876
7100 ADMINISTRATIVE & GENERAL		\$ 28,127	\$ 28,127
7111 Staff Salaries & Wages		\$ 20,117	\$ 20,117
7120 Fringe Benefits		\$ 8,010	\$ 8,010
TOTAL INDIRECT EXPENSES		\$ 28,127	\$ 28,127
TOTAL INCOME		\$ 450,876	\$ 450,876
TOTAL EXPENSES		\$ 450,876	\$ 450,876
EXCESS/(SHORTAGE)		\$ -	\$ (0)

Page 3 of 5

State of Connecticut
 Department of Mental Health and Addiction Services
 Summary of Funding

Contractor Name: YOUTH CHALLENGE OF CONNECTICUT, INC
 Address: 15-17 MAY STREET
 City: HARTFORD, CT 06105
 Contract Period: July 1, 2014 - June 30, 2015
 Amendment #: 4

SFY-Contract #: 15MHA2187AA
 FEIN: 23-7105437
 Region: 4
 Date: 5/15/2015

Program Name	DDaP Code	CORE CT Code	Level of Care	Old SID	New SID	Funding Amount
MEN'S HOME LONG TERM TREATMENT	A750225750226	43056	SA Intermediate / Long Term Treatment	21782	21782	\$28,721
MEN'S HOME LONG TERM TREATMENT	A750225750226	43056	SA Intermediate / Long Term Treatment	601	16003	\$150
MEN'S HOME LONG TERM TREATMENT	A780228760226	43056	SA Intermediate / Long Term Treatment	601	16003	\$1,870
					Total	\$31,541

Source of Funds	Fed. CFOA #	Old SID	New SID	Funding Amount
Federal	93.958	21782	21782	\$28,721
State		601	16003	\$1,820
Maximum Financial Compensation:				\$31,541

Contractor:
Contractor No.:

Original Contract
 Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVALS

Contractor

YOUTH CHALLENGES OF CONNECTICUT, INC.
Contractor (Corporate/Legal Name of Contractor)
Paul Echtenkamp 5/14/15
Signature (Authorized Official) Date
PALL ECHTENKAMP, PRESIDENT
(Typed/Printed Name and Title of Authorized Official)

Agency

Department of Mental Health and Addiction Services
Agency Name
Patricia A. Rehmer 5/20/15
Signature (Authorized Official) Date
Patricia A. Rehmer, MCA, Commissioner
(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General

Part I of this Contract having been reviewed and approved by the OAG, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated 6/30/11.

Signature Date

Assistant/ Associate Attorney General

RESOLUTION PAGE

RESOLUTION SECTION:

I hereby certify that at a meeting of the Board of Directors of Youth Challenge of Connecticut, Inc. _____ duly called and held on _____ September 15, 2014 at 15-17 May Street, Hartford, CT 06105 _____ the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect.

RESOLVED: That Paul T. Echtenkamp the _____ President _____ of Youth Challenge of Connecticut, Inc. or Noel Casiano _____, the Executive Director, is authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut.

ATTESTATION SECTION:

5/4/15
Date

Bishop William McKissick
Certifying Official



Bishop William McKissick
Typed Name of Certifying Official

Secretary/Treasurer
Title of Certifying Official

NOTARIZATION SECTION:

STATE OF CONNECTICUT

County of HARTFORD
Personally appeared before me this 4th day of MAY 2015,
WILLIAM MCKISSICK, Secretary of YOUTH CHALLENGE OF CONNECTICUT, INC.
and made oath that the above is a true copy from the records of the Corporation.

VILMA C. ECHTENKAMP
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2017
Expiration Date of Notary Public

Vilma C. Echtenkamp LS
Notary Public or Officer of Court (Attorney)



Printed-Name of Notary or Officer of the Court (Attorney)

VILMA C. ECHTENKAMP
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2017



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

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

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.

Youth Challenge of CT, Inc.
Contractor Name

Department of Mental Health and Addiction Services
Awarding State Agency

Miriam Delphin Rittmon, Ph.D. 5/20/15
State Agency Official or Employee Signature Date

Miriam Delphin Rittmon, Ph.D. Commissioner
Printed Name Title

Sworn and subscribed before me on this 20th day of May 2015

[Signature]
Commissioner of the Superior Court
or Notary Public

CHRISTOPHER E. BEAUTY
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2018



**YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
HARTFORD, CONNECTICUT 06105**

FACSIMILE TRANSMITTAL SHEET

TO: <u>Kevin Hansted</u>	FROM: Youth Challenge of Connecticut, Inc.
COMPANY:	DATE: <u>9/16/15</u>
FAX NUMBER: <u>(860) 418-7053</u>	TOTAL NO. OF PAGES INCLUDING COVER: <u>37</u>
PHONE NUMBER:	YOUR PHONE NUMBER: (860) 728-5199 Fax: (860) 524-0418
RE:	

X URGENT X FOR REVIEW PLEASE COMMENT X PLEASE REPLY PLEASE RECYCLE

CONFIDENTIAL

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State of Connecticut
Department of Mental Health and Addiction Services

Behavioral Health Recovery Program
Clinical Recovery Supports

CONTRACTOR AGREEMENT

The State of Connecticut Department of Mental Health and Addiction Services (hereinafter the "Department" or "DMHAS"), the State Agency administering the Behavioral Health Recovery Program to eligible recipients pursuant to Conn. Gen. Stat. §17a-485i, agrees that **Youth Challenge of Connecticut, Inc / 23-7105437** (hereinafter the "Contractor") is authorized to participate as a provider of services and/or materials in the said Behavioral Health Recovery Program.

In return, the Contractor agrees to provide persons eligible for participation in the DMHAS Behavioral Health Recovery Program, all medical services and/or materials available to such persons. The Contractor further agrees to the following:

1. **Term of Contract:** Upon execution, this Agreement is effective as of October 1, 2014. This Agreement expires on September 30, 2017, unless terminated earlier pursuant to this Agreement.
2. **Statutory Authority:** The Department is authorized to enter into this Agreement pursuant to Conn. Gen. Stat. §§ 17a-476 and 17a-676.
3. **Regulations:** The Contractor will comply with any and all applicable regulations, policies and procedures adopted by the Department pursuant to Conn. Gen. Stat. §17a-485i, et. seq.
4. **Service Provision:** The Contractor will give services, medications, goods or products in accordance with service necessity and within the amount, duration and scope of the Department's Behavioral Health Recovery Program to eligible recipients in accordance with the Contractor's qualifications and direction from the Department relative to prior authorization and utilization management while adhering to professional standards governing medical care and services. Below are the levels of care applicable to the Contractor location(s) for the provision of behavioral health services to Behavioral Health Recovery Program clients:

CTGA000450 - B000492- 111 North Sterling Rd. Moosup, CT 06354
SA III.5 Intermediate Residential

CTGA000450 - B000500- 15-17 May St. Hartford, CT 06105
SA III.5 Intermediate Residential

5. **Person-Centered and Recovery-Oriented Services:**
 - A. The Contractor shall provide mental health and substance use disorder services that are person-centered (defined as individualized care and supports chosen by the person in recovery to meet his or her unique needs) and incorporate recovery values and principles as specified in the Department's Recovery Standards and Guidelines, including but not limited to:
 - (1) culturally competent services that are responsive to the needs of individuals from diverse racial, ethnic and cultural groups;

- (2) services that are responsive to differences in gender;
 - (3) services that are sensitive and responsive to the needs of men and women who may have experienced trauma; and
 - (4) services that are responsive to the needs of individuals that have co-occurring mental illness and substance use disorders;
- B. The Contractor agrees to furnish the Department with any information the Department deems necessary for the purpose of assessing the Contractor's compliance with this provision.

6. **Co-Occurring Disorders and Integrated Services:** In accordance with the Department's emphasis on providing integrated services for people with co-occurring mental health and substance use disorders, and as part of the initial evaluation of individuals seeking services, the Contractor shall use standardized mental health and substance use screening instruments, in the form and manner specified by the Department, to facilitate the early and accurate identification of co-occurring disorders. The screening instruments must be administered utilizing welcoming and recovery-oriented engagement techniques. The approach is to be person-centered, with respect for individual's strengths, hope, and wellness, and in support of the Department's recovery-oriented approach. The completed screening instruments shall be placed in the person's treatment chart. Client-level data from the Contractor's administration of these screening instruments shall be reported to the Department in a manner and timeframe specified by the Department.

7. **Data Reporting Requirements:** The Contractor shall supply all applicable reports required by the Department's funding regulations, Regulations of Connecticut State Agencies §§ 17-226b-1 through 17-226b-7 and §§ 17-226d-1 through 17-226d-11 and the applicable reports specified below. Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. § 17a-451(a), and such other routine information as may be required by the Department.

A. Specified Reports:

- (1) **Admission and Discharge Reports:** Contractor shall report each admission, discharge and client specific service level data to the client information system designated by the Department. Such reports shall be in the form prescribed by the Department. Contractor shall request client consent to store said data with full client name in the client information system. Data that are provided to the Department via on-line data entry shall be submitted to the Department no later than two weeks after the date of the admission, discharge, or service event. Data that are provided to the Department via batch upload shall be submitted by the 15th day after the end of the month being reported.
- (2) **Monthly Substance Use Disorder Treatment Reports:** The Contractor providing services for substance use disorders shall report substance use data required for federal reporting no later than the 15th day after the end of each month. Such reports shall be in the form prescribed by the Department.
- (3) **Daily Census Report for Substance Use Disorder Treatment:** The Contractor providing residential services for substance use disorders shall provide the Department with daily census figures. Daily census reports shall be submitted in the form and manner specified by the Department.
- (4) **Critical Incidents:** The Contractor must report critical incidents to the Department or its designated agent within one (1) business day. Critical incidents include but are not limited to, any serious injury or death of any employee or service recipient, criminal activity anywhere on the premises, arrest

of any staff or service recipient on the premises, and property damage that would make the program uninhabitable.

- (5) **Annual Audit:** The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal years in which the award was made. The contractor will comply with federal and state single audit standards as applicable. Contractor shall maintain all fiscal records and accounts for three years after the end of the Agreement year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
 - (6) **Other Reports:** Contractor further agrees to provide any other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular enough frequently than on a quarterly basis and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.
8. **Performance Measures:** The Department or its designated agent will conduct site visits to monitor the program's performance. All performance outcomes identified below will be expected.
- A. At least 80% of individuals discharged will have substantially completed the objectives identified on their recovery plans.
 - B. At least 90% of individuals who have successfully completed treatment will connect to a lower level of care within thirty (30) days of discharge.
 - C. No more than 15% of individuals who have been discharged will be readmitted to the same or higher level of care within thirty (30) days.
 - D. At least 80% of respondents to the DMHAS consumer satisfaction survey will rate services positively in each of the domains of access to services, quality of services, outcomes, participation in treatment planning, respect, recovery and general satisfaction with services.
 - E. At least 85% of individuals served annually will improve or maintain their living situation at the time of discharge, as measured by the living arrangements reported to DMHAS at discharge.
9. **Response to Service Recipient Care Questions:** The Contractor shall respond to all recipient care questions from the Department within twenty-four (24) hours during the work week and by Tuesday at 10:00 A.M. for all inquiries arising during the weekend.
10. **Licensed Coverage:** The Contractor agrees to obtain approval from the Department in advance in the event that Contractor has to arrange for a similarly licensed and clinically appropriate behavioral health provider to cover his or her practice. The Contractor shall ensure that the covering provider understands and agrees that he or she is subject to and must follow all of Contractor's obligations as specified in this Agreement.
11. **Loss of License:** If at any time during the term of this Agreement the Contractor incurs loss of license by the State, if applicable, or State approval as a Medicaid Contractor, or any limitation, suspension or revocation of licenses, such loss shall be reported to the Department. Such loss shall be grounds for termination of this Agreement.
12. **Claims Payment/Reimbursement:** The Contractor agrees to the following terms and conditions:

- c. The Contractor will not provide a fee for services based upon a third party reimbursement rate.
 - d. Except as herein provided, all bills for services shall be payable by the Department to its designated agent.
 - e. That the reimbursement rate which is established by the Department is the complete payment in full for services, goods, or products delivered to eligible clients.
 - f. That any reimbursement amount from the Department, except for third party liability, represents the sole and complete payment in full; and
 - g. Payment for services is not transferable to other recipients, organizations, or locations.
13. **Recoupment.**
- A. The Department may, in order to recover payments obtained by the Contractor as a result of error, alteration, fraud, withhold or adjust any payment currently due the Contractor by the Department.
 - B. Whenever the Contractor has received past overpayments, the Department may recover the amount of such overpayments from the current and future payments to Contractor regardless of any intervening change of ownership.
 - C. If the Contractor owes money to the Department, including money owed for prior years or pursuant to prior provider agreements, the Department or its fiscal agent may offset against such indebtedness any liability to another Contractor which is owned or controlled by the same person or persons who owned or controlled the first provider at the time the indebtedness to the Department was incurred. In the case of the same person or persons owning or controlling two or more Contractors but separately incorporated them, whether the person or persons own or control such corporations shall be an issue of fact. Where common ownership or control is found, the subsection shall apply notwithstanding the form of business organizations utilized by such person (e.g. separate corporations, limited partnerships, etc.) and
 - D. The Department's decision to exercise or decision not to exercise its right of recoupment shall be in addition to, and not in lieu of, any other means or method of recovery the Department may have.
14. **Payor of Last Resort:** The Behavioral Health Recovery Program operates as the payor of last resort, thus the Contractor shall not seek nor accept Behavioral Health Recovery Program payments for services for which other third party reimbursements have been received. The Department shall receipt payments for services delivered when the Contractor has received other third party payments.
15. **Third Party Liability:** The Contractor will exhaust recipient's medical insurance resources prior to submitting claims for reimbursement; will obtain third party payment, and will assist in identifying other possible sources of third party liability, which may have a legal obligation to pay all or part of the cost of services rendered.
16. **Agreement Revisions and Amendments:** The Department may amend this Agreement by giving Contractor prior written notice setting forth the terms of the proposed amendment. Contractor shall then have thirty (30) days from the receipt of the Department's notice to reject the proposed amendment by written notice of rejection to the Department. If the Department does not receive such written notice of rejection within that thirty (30) day period, the proposed amendment shall be deemed accepted by and shall be binding upon Contractor, effective as of the end of that thirty (30) day period. If Contractor does so reject a proposed amendment, the Department in its discretion may elect to terminate this Agreement by written notice as of the end of such thirty (30) day period.

A. A formal Agreement amendment, in writing, shall not be effective until executed by both parties to the Agreement and if applicable, approved by the Missouri Council.

B. No amendments may be made to a signed Agreement.

17. **Authorized Agent:** The Department reserves the right to designate an authorized agent to manage or provide in part the administrative services related to the Behavioral Health Recovery Program including but not limited to the authorization, payment and oversight of services provided by the Contractor under the Agreement.

18. **Subcontractors:** The Contractor shall not enter into any subcontract for any portion of the services covered by this Agreement without the written consent of this Department. If such written consent is granted, the Contractor shall be responsible for the performance of any subcontractor and shall furnish the Department, upon request, with copies of all subcontracts in which services covered by this Agreement are performed. Said subcontracts shall include a provision that the subcontractor will comply with all requirements of this Agreement.

19. **Contractor Information:** The Contractor will furnish all information requested by the Department specified in this Contractor Agreement as well as on the application form and, further, will notify the Department in writing of all material or substantial changes in information contained on the application given to the Department by the Contractor.

20. **Credentialing:** The Contractor will comply with all Department credentialing and rec-credentialing standards and all related notification requirements on an on going basis. The Contractor shall only provide those services for which it has been credentialed and contracted.

21. **Event and Medical Records:** In accordance with sections 41, 46 and 47 below, the Contractor will maintain fiscal and medical records which fully disclose services and goods rendered and/or delivered to eligible Behavioral Health Recovery Program recipients pursuant to this Agreement for the greater of (1) the time required by applicable federal or state law, or (2) a period of not less than three years from the date of expiration of this Agreement. Contractor's obligations to retain records and provide information hereunder shall survive termination or expiration of this Agreement.

22. **Quality Assurance/Inspection of Work Performed:** The Department or its authorized representative shall in all things have the right to enter into the Contractor's premises, or such other places where duties under the Agreement are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department Representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor and all subcontractors shall disclose information to 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.

23. **Audit of Documentation and Records:** The Contractor agrees to provide the Department or its authorized representatives access at all times to the clinical information, books, records, financial statements and papers of Contractor relating to

A. Treatment of services provided to any recipient.

B. The cost of such treatment or services provided to any recipient.

C. The cost to the Contractor of such treatment or services.

D. Payments received from recipients or others on their behalf.

E. The financial condition of Contractor.

F. Any other information required by the Department.

YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
HARTFORD, CONNECTICUT 06105

FACSIMILE TRANSMITTAL SHEET

TO: Kevin Hansted	FROM: Youth Challenge of Connecticut, Inc.			
COMPANY:	DATE: 9/16/15			
FAX NUMBER: (860) 418-7053	TOTAL NO. OF PAGES INCLUDING COVER: 37			
PHONE NUMBER:				
RE:	YOUR PHONE NUMBER: (860) 728-5199 Fax: (860) 524-0418			
<input checked="" type="checkbox"/> URGENT	<input checked="" type="checkbox"/> FOR REVIEW	<input type="checkbox"/> PLEASE COMMENT	<input checked="" type="checkbox"/> PLEASE REPLY	<input type="checkbox"/> PLEASE RECYCLE

CONFIDENTIAL

Confidential Notice: This facsimile transmission message, together with any other documents or attachments, is intended for the use of the individual or entity to which it is addressed and may contain personal information that is subject to confidential privacy regulations including those covered by Health Insurance Portability and Accountability Act of 1996 (HIPAA). The authorized recipient of this information is **STRICTLY PROHIBITED** from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If You Are Not the Intended Recipient, you are hereby notified that any disclosure, dissemination, saving, printing, copying, or action taken in reliance on the contents of this document(s) or this message, or any attachments, is **STRICTLY PROHIBITED**. Please notify the original sender (only) immediately by telephone or by facsimile and destroy this message along with any attachments. Thank You.

Contractor also agrees to furnish discharge information on each specific item discharged item in a form and manner determined by the Department.

24. **Record Confidentiality:** The obligations set forth in this Agreement shall be subject to applicable state and federal law pertaining to the confidentiality of such of HIV, mental health or substance abuse records and shall survive termination of this Agreement. Contractor shall be responsible for notifying any relevant persons to release such records.

25. **Notification of Termination:**

- A. This Agreement shall remain in full force and effect for the entire term of the Agreement period specified in Section I above unless the Agreement is terminated by mutual consent or by either the Department or the Contractor upon giving a thirty (30) day written notification or as otherwise required by law and regulation.
- B. The Department reserves the right to cancel the Agreement without prior notice when the funding for the Agreement is no longer available.
- C. In the event the health or welfare of any Behavioral Health Recovery Program recipient is at risk of being endangered, the Department may cancel this Agreement without notice and take any immediate action it deems appropriate to protect the health and welfare of all Behavioral Health Recovery Program recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation.

26. **Transition after Termination or Expiration of Agreement:** In the event of termination of this Agreement, the rights of each party hereunder shall cease except that the Contractor shall continue to render services to recipients who are under a course of treatment until provision has been made for the reassignment of such recipients to another Contractor for further treatment. Contractor's obligations to continue care are only for the course of treatment that the recipient was under at the time of termination. Contractor understands and agrees that, following any such termination, Contractor shall be paid as set forth in the Department's reimbursement schedule.

27. **Conflict of Interest:** At the Department's election, it may require the Contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service and its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

28. **Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this Agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. **Default by the Contractor:** If the contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Agreement the department may:

- A. Withhold payments until the default is resolved to the satisfaction of the Department;
- B. Temporarily or permanently discontinue services under this Agreement;
- C. Require that paid funds be returned to the Department;
- D. Terminate this Agreement;
- E. Take such other actions of any nature whatsoever as may be deemed appropriate for the

been enacted by the state of Connecticut, Health Care Services Department.

3. All construction of the above sections

31. **Non-enforcement Not to Constitute a Waiver:** The failure of either party to take any steps to enforce any terms or conditions of this Agreement shall not be deemed a waiver of the entire condition or any condition that each party has with respect to that term or condition nor shall it constitute a subsequent default by reason of the failure to perform.

32. **Assignment:** The rights, obligations, and privileges of this Agreement may not be assigned, delegated or transferred without the written consent of the Department.

33. **Insurance:** The Contractor shall carry insurance during the term of this Agreement according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees of either the contractor or subcontractor in providing services of this Agreement. Certificates of such insurance shall be filed with Department prior to the Contractor's performance of contracted services. If at any time during the term of this Agreement the Contractor incurs loss of insurance or any limitation, suspension or revocation of insurance, such loss shall be reported to the Department. Such loss shall be grounds for termination of this Agreement. Insurance types are as follows:

A. **Commercial Liability Insurance:** \$1,000,000 (one million dollars) combined single limit per occurrence for bodily injury, personal injury, and property damage. If a general aggregate is used, it shall be twice the occurrence limit. The Department shall be named as Additional Insured.

B. **Workers' Compensation Insurance:** 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 (one hundred thousand dollars) each accident, \$500,000 (five hundred thousand dollars) Disease. Policy limit, \$100,000 (one hundred thousand dollars) each employee.

C. **Professional Liability Insurance:** As required within the credentialing/credentialing process/application.

34. **Grievance Procedure:**

A. The Contractor shall maintain a formal grievance procedure that is acceptable to the Department to address the complaints of persons requesting or receiving services under this Agreement. The Contractor shall designate a Client Rights Officer to manage the grievance process. Within available resources, the Department will provide training and technical support in grievance process management.

B. The Contractor shall prominently display a summary of the grievance procedure in areas that are easily accessible to clients. Such summary shall include the name and telephone number of the Client Rights Officer and the toll free telephone number of the Department's Client Rights and Grievance Officer.

35. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the law of the State of Connecticut and agrees that this Agreement shall be construed and interpreted in accordance with Connecticut law.

36. **Breach Waiver:** A waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

37. **Suspension or Debarment:** Signature on this Agreement certifies the Contractor or any person, including subcontractors, involved in the administration of Federal or State funds

A. Has not within a three year period preceding the Agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in

performing a public transaction or Agreement (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- B Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses;
- C Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.
- D Any change to the above status shall be immediately reported to the Department.

37. **Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including, but not limited to, financial, legal or any other situation which may prevent the Contractor from meeting its obligations under this Agreement.

The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim of agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

38. **Validity of Agreement:** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no way affect, prejudice or disturb the validity of the remainder of the Agreement which shall be in full force and effect, and enforceable in accordance with its terms.

39. **Indemnification:**

A. The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

- (1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
- (2) Liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other proprietary 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.
- (3) "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.

- 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 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.
- E. This section shall survive the termination, cancellation or expiration of the Contract and shall not be limited by reason of any insurance coverage.

40. **Inspection of Work Performed:**

- A. The Department or its authorized representative shall in 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.

41. **Safeguarding Client Information:** The Department and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all individuals who receive services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

42. **Reporting of Abuse or Neglect:** The Contractor shall comply with all reporting requirements relative to abuse and neglect of an individual who receives services under this Contract.

43. **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.

44. **State Liability:** The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (hereinafter "OPM") or the Department of Administrative Services (hereinafter "DAS") and by the Attorney General of the State of Connecticut.

45. **Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claims for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this Agreement.

46. **Settlement of Disputes and Claims Commission:**

- v. Any dispute concerning the interpretation or application of this Agreement shall be resolved by the "final award" of the Dispute Resolution Institute designed to these decisions and be final subject to any review of the Contracting and Law Institute to state law. (b) Opportunity to dispute to the contractor presented to the process of the Contracting shall be afforded an opportunity to be heard and to state evidence in support of its appeal. Pending final resolution of dispute, the Contractor and Department shall proceed diligently with the performance of the Agreement.
- vi. **Claims Commission:** The Contractor agrees that the sole and exclusive remedy for the determination of any claim against the State arising from this Agreement shall be in accordance with Chapter 57 of the Constitution (General Statutes of Illinois) Assisted in State. The Contractor further agrees not to initiate legal proceedings except as authorized by Chapter 58 in any state or federal court in addition to or in lieu of said Chapter 57 proceedings.

4.2 Protection of Personal Information:

- v. 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 standard.
 - (1) "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, employee 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.
 - (2) "Personal Information Breach" shall mean, generally, 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.
- vi. Each Contractor or Contractor Party shall develop, 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 policies of the Department or State concerning the confidentiality of Personal Information. Such data security program shall include, but not be limited to the following:

- 10. A security policy for employees related to the storage, access, and transportation of data containing Personal Information;
 - 11. Reasonable restrictions on access to systems containing Personal Information including access to any locked storage where such records are kept;
 - 12. A process for reviewing policies and security measures at least annually;
 - 13. Creating secure access controls to Personal Information, including but not limited to user, words, and;
 - 14. Encrypted 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 have come to 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 Conn. Gen. Stat. § 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 Contractor's 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.

48. 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, too, 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, E, and F; 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, §§ 13401 to 13423,

YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
HARTFORD, CONNECTICUT 06105



FACSIMILE TRANSMITTAL SHEET

TO: Kevin Hansted	FROM: Youth Challenge of Connecticut, Inc.
COMPANY:	DATE: 9/16/15
FAX NUMBER: (860) 418-7053	TOTAL NO. OF PAGES INCLUDING COVER: 37
PHONE NUMBER:	
RE:	YOUR PHONE NUMBER: (860) 728-5199 Fax: (860) 524-0418
X URGENT X FOR REVIEW <input type="checkbox"/> PLEASE COMMENT X PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

CONFIDENTIAL

Confidential Notice: This facsimile transmission message, together with any other documents or attachments, is intended for the use of the individual or entity to which it is addressed and may contain personal information that is subject to confidential privacy regulations including those covered by Health Insurance Portability and Accountability Act of 1996 (HIPAA). The authorized recipient of this information is STRICTLY PROHIBITED from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If You Are Not the Intended Recipient, you are hereby notified that any disclosure, dissemination, saving, printing, copying, or action taken in reliance on the contents of this document(s) or this message, or any attachments, is STRICTLY PROHIBITED. Please notify the original sender (only) immediately by telephone or by facsimile and destroy this message along with any attachments. Thank You.

and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, E, and F, collectively referred to herein as the "HIPAA Standards."

F. Definitions.

- (1) "Breach" shall have the same meaning as the term is defined in 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 1440 of the HITECH Act (42 U.S.C. § 17931c-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 F.
- (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, or their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.504.
- (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, subparts 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, transmits, 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 other incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. § 164.308(b)(7) and § 164.308(b)(8), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI 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 (a)(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 (5) 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 15405(a)(2) of the HITECH Act, (42 U.S.C. § 17938a(b)(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 PHI, 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 thirty (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 PHI 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 PHI 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 individuals 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, include 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) 164(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 twenty (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, 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 notification 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)(ii)(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 Individuals 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

As C.F.R. § 164.532, 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 (10) 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.

- 12) 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.
- 13) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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, or any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the HIPAA Standards,

49. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12199) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Department 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.

50. Non-discrimination.

A. The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

- 1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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. The Contractor further agrees to take affirmative action to insure

- F. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- G. The Contractor shall include the provisions of sections (A) and (B) above 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 section 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.
- H. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or 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 section 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 section 46a-56.
- I. The Contractor shall include the provisions of section (G) above 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 section 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.

4. For the purposes of this entire Non Discrimination section, "Contract" or "Contractor" includes any extension or modification of the Contract or contract. "Contractor" or "contractor" include any successors or assigns of the Contractor or contractor. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does 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. § 1-120.
 - (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 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).

51. **Freedom of Information:**

- A. Contractor acknowledges that the Department must comply with the Freedom of Information Act, Conn. Gen. Stat. §§ 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 Conn. Gen. Stat. § 1-210(b).
- B. Governmental Function. In accordance with Conn. Gen. Stat. § 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 Conn. Gen. Stat. §§ 1-200(4) and (11), the Department 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 Department pursuant to the FOIA.

52. **Whistleblowing:** This Contract is subject to Conn. Gen. Stat. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in Conn. Gen. Stat. § 4-61d(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.

53. **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 2, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 30 of Governor M. Jodi Rell, promulgated July 13, 2000, concerning contracting vendors and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2000, 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 Department shall provide a copy of these Orders to the Contractor.

- 5.1 **Campaign Contribution Restrictions:** For all State contracts as defined in Conn. Gen. Stat. § 9-612, 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:

(intentionally left blank)

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

The following provisions apply to the election campaign contribution and solicitation limitations of the Commission to Reform the Government. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

The Commission to Reform the Government is pleased to announce that the Commission to Reform the Government has adopted the following provisions regarding campaign contribution and solicitation limitations. These provisions are effective as of the date of this notice. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

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DUTY TO INFORM

The Commission to Reform the Government is pleased to announce that the Commission to Reform the Government has adopted the following provisions regarding campaign contribution and solicitation limitations. These provisions are effective as of the date of this notice. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

PENALTIES FOR VIOLATIONS

The Commission to Reform the Government is pleased to announce that the Commission to Reform the Government has adopted the following provisions regarding campaign contribution and solicitation limitations. These provisions are effective as of the date of this notice. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

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The Commission to Reform the Government is pleased to announce that the Commission to Reform the Government has adopted the following provisions regarding campaign contribution and solicitation limitations. These provisions are effective as of the date of this notice. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

CONTRACT CONSEQUENCES

The Commission to Reform the Government is pleased to announce that the Commission to Reform the Government has adopted the following provisions regarding campaign contribution and solicitation limitations. These provisions are effective as of the date of this notice. The Commission to Reform the Government is the authorized agency for the purpose of this notice.

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DEFINITIONS

The following definitions apply to the provisions of this Constitution unless the context otherwise requires. Words and phrases shall be construed to mean the same as in the Constitution of the Philippines of 1973, unless otherwise defined herein.

Whenever the term "state" is used in this Constitution, it shall include all territories over which the Philippines exercises, or claims to exercise, jurisdiction, whether or not such territories are actually under its effective control at the time this Constitution is adopted.

Whenever the term "territory" is used in this Constitution, it shall mean any territory over which the Philippines exercises, or claims to exercise, jurisdiction, but which has not yet been admitted as a state into the Union. Whenever the term "territorial government" is used in this Constitution, it shall mean the government of a territory established by the Philippine Legislature.

Whenever the term "Congress" is used in this Constitution, it shall mean the Senate and the House of Representatives of the Philippines, whether or not both of them are actually sitting at the time.

Whenever the term "President" is used in this Constitution, it shall mean the President of the Philippines, whether or not he is actually performing the duties of his office at the time.

Whenever the term "Vice President" is used in this Constitution, it shall mean the Vice President of the Philippines, whether or not he is actually performing the duties of his office at the time.

Whenever the term "Senate" is used in this Constitution, it shall mean the Senate of the Philippines, whether or not it is actually sitting at the time.

Whenever the term "House of Representatives" is used in this Constitution, it shall mean the House of Representatives of the Philippines, whether or not it is actually sitting at the time.

Whenever the term "Member of Congress" is used in this Constitution, it shall mean a Senator or a Representative of the Philippines, whether or not he is actually sitting at the time.

Whenever the term "Member of the Senate" is used in this Constitution, it shall mean a Senator of the Philippines, whether or not he is actually sitting at the time.

Whenever the term "Member of the House of Representatives" is used in this Constitution, it shall mean a Representative of the Philippines, whether or not he is actually sitting at the time.

Whenever the term "Member of the Executive Department" is used in this Constitution, it shall mean a member of the Executive Department of the Philippines, whether or not he is actually performing the duties of his office at the time.



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

This form is to be completed by the Contractor, and submitted to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Offices:

Contribution Date	Name of Contributor	Recipient	Value	Description
NOT APPLICABLE				

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description
NOT APPLICABLE				

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

Youth Challenge of Connecticut, inc.
Printed Contractor Name

Paul Echtenkamp
Signature of Authorized Official
Paul Echtenkamp, Executive Director

Subscribed and acknowledged before me this 23 day of April, 2014.

Keith N. Tinker
Commissioner of the Superior Court (or Notary Public)

KEITH N. TINKER
Notary Public, State of Connecticut
My Commission Expires April 30, 2017

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description

ACCEPTANCE AND APPROVALS:

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

By the Contractor:

Youth Challenge of Connecticut, Inc.
Contractor (Corporate/Legal Name of Contractor)

Paul T. Echtenkamp
Signature (Authorized Official)

7/28/2014
Date

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

Paul T., Echtenkamp
(Typed Name of Authorized Official)

Executive Director
Title

By the Department of Mental Health and Addiction Services:

Robert A. Belmer
Signature (Authorized Official)

8/12/2014
Date

Robert A. Belmer
(Typed Name of Authorized Official)

Executive Director
Title

By the Office of the Attorney General:

Attorney General (approved as to form)

Date

This Agreement does not require the signature of the Attorney General pursuant to an agreement between the Department and the Office of the Attorney General dated 6/30/11.



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

*Certification to accompany a State contract having a value of more than \$50,000, pursuant to
Connecticut General Statutes § 4-250 and 4-283(b), and Governor M. Jodi Rell's Executive
Order "C", Paragraph 10*

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.

Youth Challenge of CT, Inc.
Contractor Name

Department of Mental Health and Addiction Services
Awarding State Agency

Patricia A. Rehmer 8/17/2014
State Agency Official or Employee Signature Date

Patricia A. Rehmer, MSN
Printed Name

Commissioner
Title

Sworn and subscribed before me on this 17th day of August 2014

Christopher E. Beauty
Commissioner of the Superior Court
or Notary Public

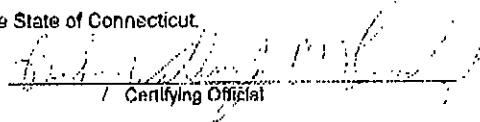
CHRISTOPHER E. BEAUTY
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2018

RESOLUTION

I hereby Certify that at a meeting of the Board of Directors of _____
_____ Youth Challenge of Connecticut, Inc. _____
duly called and held on July 28, 2014 at 15-17 May Street, Hartford CT 06105
the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is
in full force and effect.

RESOLVED that Paul Echtenkamp the Executive Director
of Youth Challenge of Connecticut, Inc.
the _____, is authorized to enter into and amend contractual instruments with the
Department of Mental Health and Addiction Services of the State of Connecticut.

July 28, 2014
Date


Certifying Official

Bishop William McKissick
Typed Name

Secretary/Treasurer
Title

SEAL


STATE OF CONNECTICUT

County of Hartford

Personally appeared before me this 27th day of July, 20014, _____
Paul Echtenkamp of Youth Challenge of Connecticut, Inc.

and made oath that the above is a true copy from the records of the Corporation.

VILMA C. ECHTENKAMP
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2017
Expiration Date of Notary Public (if applicable)


Notary Public of Office of the Court (Attorney)

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 Youth Challenge of Connecticut, Inc., an entity
Signatory's Title Name of Entity

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

I certify that I am authorized to execute and deliver this affidavit on behalf of Youth Challenge of Connecticut, Inc. and that Youth Challenge of Connecticut, 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.

Paul T. Echtenkamp
Authorized Signatory

Paul T. Echtenkamp
Printed Name

Sworn and subscribed to before me on this 28 day of July, 2014.

[Signature]
Commissioner of the Superior Court
Notary Public

April 30 2017
Commission Expiration Date

KEITH N. TINKER
Notary Public, State of Connecticut
My Commission Expires April 30, 2017



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit sworn to in the presence of the Commissioner of the Superior Court or Notary Public in the presence of the Commissioner of the Superior Court or Notary Public.

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 vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

NOT APPLICABLE		
Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
Description of Services Provided:		

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

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

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

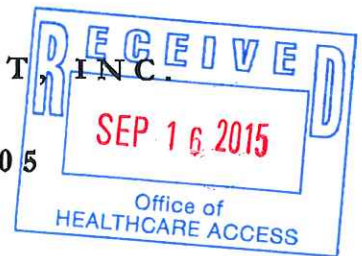
YOUTH CHALLENGE OF	<u>Paul T. Echtenkamp</u>	
Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
Connecticut, Inc.	Paul T. Echtenkamp	
	Printed Name (of above)	Awarding State Agency

Sworn and subscribed before me on this 22 day of July, 2012

Keith N. Tinker
 Commissioner of the Superior Court
 or Notary Public

KEITH N. TINKER
 Notary Public, State of Connecticut
 My Commission Expires April 30, 2017

YOUTH CHALLENGE OF CONNECTICUT, INC.
15-17 MAY STREET
HARTFORD, CONNECTICUT 06105



FACSIMILE TRANSMITTAL SHEET

TO: Kevin Hansted FROM: Youth Challenge of Connecticut, Inc.
COMPANY: _____ DATE: 9/16/15
FAX NUMBER: (860) 418-7053 TOTAL NO. OF PAGES INCLUDING COVER: 37
PHONE NUMBER: _____
RF: _____ YOUR PHONE NUMBER: (860) 728-5199 Fax: (860) 524-0418

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

- first fax broken up into
3 pages -
- This has 3 pages only

CONFIDENTIAL

Confidential Notice: This facsimile transmission message, together with any other documents or attachments, is intended for the use of the individual or entity to which it is addressed and may contain personal information that is subject to confidential privacy regulations including those covered by Health Insurance Portability and Accountability Act of 1996 (HIPAA). The authorized recipient of this information is STRICTLY PROHIBITED from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If You Are Not the Intended Recipient, you are hereby notified that any disclosure, dissemination, saving, printing, copying, or action taken in reliance on the contents of this document(s) or this message, or any attachments, is STRICTLY PROHIBITED. Please notify the original sender (only) immediately by telephone or by facsimile and destroy this message along with any attachments. Thank You.

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0065

Facility for the Care or Treatment of Substance Abusive or Dependent Persons

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Youth Challenge of Connecticut, Inc. of Hartford, CT, d/b/a Youth Challenge of Connecticut, Inc. - Men's Residential Center is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Youth Challenge of Connecticut, Inc.-Men's Residential Center is located at 15-17-19 May St, Hartford, CT 06105 with:

Noel Casiano, Psy.D. as Executive Director.

The service classification(s) and if applicable, the residential capacities are as follows:

15 Intermediate and Long Term Treatment and Rehabilitation Beds

This license expires **June 30, 2016** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2014.

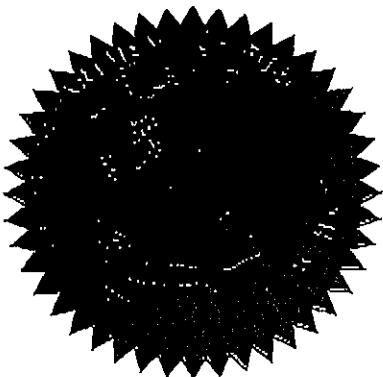
Waiver Sec. 19a-495-570(j)(1)(F)(iv)(i) EFF: 18-Dec-08

License revised to reflect:

Change of Executive Director Eff: 9/19/14



Jewel Mullen, MD, MPH, MPA
Commissioner



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0118

Facility for the Care or Treatment of Substance Abusive
or Dependent Persons

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Youth Challenge of Connecticut, Inc. of Hartford, CT, d/b/a Youth Challenge Bible Training Center is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Youth Challenge Bible Training Center is located at 111 North Sterling Rd, Moosup, CT 06354 with:

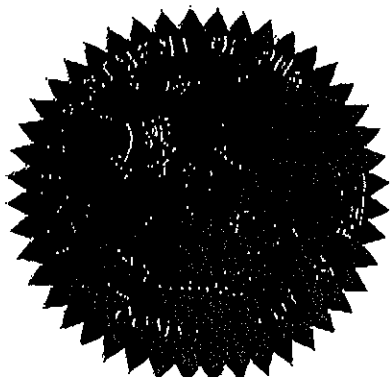
Paul Echtenkamp as Executive Director.

The service classification(s) and if applicable, the residential capacities are as follows:

9 Intermediate and Long Term Treatment and Rehabilitation beds

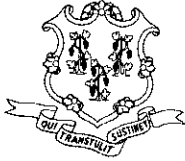
This license expires **June 30, 2014** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2012. RENEWAL



Jewel Muller MD

Jewel Muller, MD, MPH, MPA
Commissioner



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

September 16, 2015

Noel Casiano, PsyD.
Executive Director
Youth Challenge of Connecticut, Inc.
15-17 May Street
Hartford, CT 06105

RE: Certificate of Need Determination Report Number 15-32029-DTR
Termination and Establishment of Substance Abuse Facility

Dear Dr. Casiano:

On September 14, 2015, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Youth Challenge of Connecticut, Inc. ("Petitioner") with respect to the termination of a substance abuse facility located in Moosup, Connecticut and the establishment of a facility in Hartford, Connecticut.

The Petitioner is a nonprofit provider currently operating a nine (9) bed residential treatment program at 111 North Sterling Road, Moosup, Connecticut that is licensed by the State of Connecticut Department of Mental Health and Addiction Services ("DMHAS") and the State of Connecticut Department of Public Health ("DPH") as a Facility for the Care or Treatment of Substance Abusive or Dependent Persons. At this location, the Petitioner currently serves substance abusive men who are eighteen (18) years of age and older. The Petitioner also currently operates a facility at 15-17 May Street, Hartford, Connecticut with fifteen (15) Intermediate and Long Term Treatment and Rehabilitation Beds. The Petitioner seeks to close its location in Moosup, Connecticut and establish a ten (10) bed Care and Rehabilitation Program at its Hartford, Connecticut location. The Petitioner is in the process of seeking licensure for its program in Hartford, Connecticut. The Petitioner has a current contract to provide services for DMHAS.

Pursuant to Conn. Gen. Stat. § 19a-638(a)(1), a certificate of need is required for the "establishment of a new health care facility". Conn. Gen. Stat. § 19a-630(10) defines a health care facility as "...(H) substance abuse treatment facilities...". However, Conn. Gen. Stat. § 19a-638(b)(14) provides an exception for "any nonprofit facility, institution or provider that has a contract with...a state agency..." The Petitioner has a contract to provide services to DMHAS. Therefore, a CON is not required for the Petitioner's proposal.

Sincerely,

Kimberly R. Martone
Director of Operations

C: Rose McLellan, License and Applications Supervisor, DPH, DHSR

An Equal Opportunity Provider

(If you require aid/accommodation to participate fully and fairly, contact us either by phone, fax or email)

410 Capitol Ave., MS#13HCA, P.O.Box 340308, Hartford, CT 06134-0308
Telephone: (860) 418-7001 Fax: (860) 418-7053 Email: OHCA@ct.gov

* * * COMMUNICATION RESULT REPORT (SEP. 16. 2015 1:44PM) * * *

FAX HEADER:

TRANSMITTED/STORED FILE MODE	SEP. 16. 2015 1:43PM OPTION	ADDRESS	RESULT	PAGE
289 MEMORY TX		98605240418	OK	2/2

REASON FOR ERROR
 E-1) HANG UP OR LINE FAIL
 E-3) NO ANSWER

E-2) BUSY
 E-4) NO FACSIMILE CONNECTION



**STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC HEALTH
 OFFICE OF HEALTH CARE ACCESS**

FAX SHEET

TO: NOEL CASIANO, PSYD.

FAX: 860 524 0418

AGENCY: YOUTH CHALLENGE OF CONNECTICUT, INC.

FROM: OHCA

DATE: 9/16/15 **Time:** _____

NUMBER OF PAGES: 2
(including transmittal sheet)

Comments:
 Please see attached Determination for Report Number 15-32029-DTR regarding Termination and Establishment of Substance Abuse Facility

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001

Fax: (860) 418-7053

**410 Capitol Ave., MS#13HCA
 P.O.Box 340308
 Hartford, CT 06134**