



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	Perception Programs, Inc.	
Doing Business As	Perception Programs, Inc.	
Name of Parent Corporation	Perception Programs, Inc.	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	54 North St PO Box 407 Willimantic, CT 06226	
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.	Kristie Scott CEO	

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	54 North St PO Box 407 Willimantic, CT 06226	
Contact Person's Telephone Number	860-450-7122, ext. 2012	
Contact Person's Fax Number	860-450-7127	
Contact Person's e-mail Address	Denise.keane@ perceptionprogr ams.org	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title: **Grace House**
- b. Estimated Total Project Cost: **\$302,749.00**
- c. Location of proposal, identifying Street Address, Town and Zip Code:
219 Valley St., Willimantic, CT 06226
- d. List each town this project is intended to serve:
Willimantic
- e. Estimated starting date for the project: **July 1, 2017**

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 V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: **Perception Programs, Inc.**

Project Title: **Grace House**

I, **Kristie Scott** _____, **CEO** _____
(Name) (Position – CEO or CFO)

of Perception Programs, 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.

 _____ 6/22/17
Signature Date

Subscribed and sworn to before me on June 22, 2017



Notary Public/Commissioner of Superior Court

My commission expires: 1-31-2021



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.

Grace House is not currently in operation and currently holds no licenses.

2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable.

Proposed services are five residential behavioral health care beds in one freestanding building to which will be provided individual behavioral health assessments and therapy, group therapy, psychiatric evaluations, and medication-management services for DOC referred clients only. We have been contracted by DOC to provide these services

Sec. 19a-638. (b) A certificate of need shall not be required for: (14) Any nonprofit facility, institution or provider that has a contract with, or is certified or licensed to provide a service for, a state agency or department for a service that would otherwise require a certificate of need.

Licenses to be sought are:

1. **Private Freestanding Facilities for the Care or Treatment of Substance Abuse or Dependence**
2. **Private Freestanding Psychiatric Outpatient Clinic for Adults**

3. Identify the current population served and the target population to be served.

Grace House is not currently operational.

Greer, Leslie

From: Hansted, Kevin
Sent: Tuesday, June 27, 2017 11:08 AM
To: Greer, Leslie
Subject: FW: OHCA Determination Report # 17-32174-DTR
Attachments: DOC CONTRACT.pdf

Please add to the record.

Kevin T. Hansted
Staff Attorney
Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7044
kevin.hansted@ct.gov



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From: Denise Keane [mailto:denise.keane@perceptionprograms.org]
Sent: Tuesday, June 27, 2017 11:03 AM
To: Hansted, Kevin <Kevin.Hansted@ct.gov>
Subject: RE: OHCA Determination Report # 17-32174-DTR

Good Morning Mr. Hansted:

Attached is the contract.

Thank-you,

Denise Keane, LCSW, LPC, MATS
Associate Director
Perception Programs, Inc.
54 North Street
Willimantic, CT 06226
860-450-7122, ext. 2012
Fax: 860-450-7127



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From: Hansted, Kevin [<mailto:Kevin.Hansted@ct.gov>]
Sent: Tuesday, June 27, 2017 9:22 AM
To: Denise Keane
Subject: OHCA Determination Report # 17-32174-DTR

Good morning,

I am in receipt of your determination request regarding Perception Programs. Please provide me with a copy of your contract with the Department of Corrections.

Thank you,

Kevin T. Hansted
Staff Attorney
Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7044
kevin.hansted@ct.gov



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Original Contract #	17DOC0127AA
Amendment #	--
Max Contract Amount	\$733,868
Contact Person	Kristie Scott
Contact Telephone	860-450-7122

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
 (“POS”, “Contract” and/or “contract”)
 Revised October 2011

The State of Connecticut Department of Correction

Street: 24 Wolcott Hill Road

City: Wethersfield State: CT Zip: 06109

Tel#: 860-692-7758 (“Agency” and/or “Department”), hereby enters into a Contract with:

Contractor’s Name: Perception Programs, Inc.

Street: 54 North Street

City: Willimantic State: CT Zip: 06226

Tel#: 860-450-7122 FEIN/SS#: 06-0873149

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

Contract Term	This Contract is in effect from March 1, 2017 through July 31, 2019 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to §4-8 and 18-81 and §4-8 of the Connecticut General Statutes (“C.G.S.”).
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency’s authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General (“OAG”). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management (“OPM”).

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

If to the Agency:	Department of Correction 24 Wolcott Hill Road Wethersfield, CT 06109 Attn: Contracts Administration	If to the Contractor:	Perception Programs, Inc. 54 North Street Willimantic, CT 06226 Attn: Kristie Scott
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A party may modify the addressee or address for Notices by providing fourteen (14) days’ prior written Notice to the other party. No formal amendment is required.

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

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

Part I. Section I. Scope of Services/Performance Outcome Measures

Perception Programs, Inc. *Grace House*

A. General Program Information

- **Program Name:** *Grace House*
- **Program Type:** Residential Mental Health
- **Program Location(s):** 219 Valley Street, Willimantic, CT
- **Program Capacity:** 5 Beds
- **Gender:** Female
- **Length of Program:** To be determined in consultation with the Department based on the program participant's needs

B. Specific Program Policies

The Contractor shall adhere to the terms and conditions of the *State of Connecticut, Department of Correction, Parole and Community Services, Residential Provider Manual* as such may be amended from time to time, a copy of which is on file with the Department's Contracts Administration Office.

C. Services Offered

1. Referral, Admission, and Discharge Process

Pursuant to C.G.S. Section 18-86c, in the absence of exclusionary criteria the Contractor shall accept all referrals. Under normal circumstances, the contractor shall have a not-to-exceed period of three (3) days to review referrals made by the Department. If the Contractor does not respond to the referral within three (3) days, the Department shall consider the referral as accepted. The referral process shall not rely on a requirement for face-to-face interviews of prospective residents as an eligibility determination.

Orientation periods shall not exceed one week, and shall focus on initial development of an Individualized Service Plan (ISP) to address the resident's primary criminogenic needs. Orientation shall include assessment by a validated needs assessment tool approved by the Department. The Contractor's program staff shall work with the resident to develop the ISP. The ISP shall incorporate information obtained from assessments, and identify needed services and goals. In conjunction with the resident's ISP, the Contractor shall work collaboratively with the resident to develop a Discharge Plan. The Discharge Plan shall include, but not be limited to permanent housing options upon release, benefits eligibility, and linkage to local community services.

2. Room and Board

The Contractor shall maintain zoning compliance and licensure in accordance with State and local regulations, for the duration of the contract period.

The Contractor shall not house males and females in the same house.

Each bedroom shall be furnished with a single bed, dresser, corkboard, and lamp, at a minimum, per resident. The Contractor shall provide food, which shall be kept in a communal cooking area for resident use.

3. Accountability

The Contractor shall provide on-site resident supervision 24 hours per day, seven days per week. The Contractor shall conduct house tours at least every two hours.

The Contractor shall equip Grace House with security cameras, which shall be located in common areas inside the building to enable program staff to monitor such areas from the staff office. Security cameras shall record 24 hours per day, seven days per week, and be reviewed by the Clinical Coordinator as needed following an incident.

The Contractor shall equip Grace House with an alarm system, which shall be monitored by a private alarm company. The system shall be programmed with staff identifiers, which shall be entered by staff on duty, who shall arm the building per their shifts. The system shall track the movement of staff, and identify which staff person has unarmed the building and at what time.

4. Mental Health Treatment

The program’s Clinical Coordinator shall administer a comprehensive mental assessment to each new resident within the first 24 hours of admission. Generally, the Clinical Coordinator shall provide 20 hours per week of intensive mental health treatment within Grace House during the first 30 to 45 days. Thereafter, the Clinical Coordinator shall provide each resident with at least two individual therapy sessions per week, one of which will be an hour long, and one of which will be either one hour or one half hour long depending upon the resident’s need. The Clinical Coordinator shall facilitate two treatment groups per day for each resident, each group lasting approximately one and one half hours in length, in accordance with the following schedule:

Monday	Tuesday	Wednesday	Thursday	Friday
Process Group	Anger Management	Trauma Recovery	Criminal Thinking	Socialization
Mindfulness	Mental Health and Addictions	Cognitive Behavioral Therapy	Life Skills	Spirituality

The Contractor shall provide psychiatric and psychological services including, but not limited to psychiatric assessments, cognitive testing and psychological testing for each resident.

5. Medication Management

The Contractor shall provide medication management to residents in need of such services as a result of their mental health needs. Medication management shall include, but not be limited to medication assisted treatment for substance use, as well as psychotropic medications.

6. Community Access

The program shall include a community access component, after completion of intensive mental health treatment components, which will allow residents to begin reintegration in a supervised and structured manner. This may include possible employment for those residents who are ready and able to sustain such.

7. Service Linkage

The Contractor shall provide linkage to local mental health providers and/or State of Connecticut, Department of Mental Health and Addiction Services providers to ensure continuity of care upon completion of the program. The Contractor shall assist residents with referrals for services not offered by the program including, but not limited to primary health, medical, and dental care, as well as other social services as needed.

8. Identification Procurement

The Contractor shall work with the Department to assist residents with procuring identification sufficient for U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, including but not limited to birth certificate, Social Security card, driver's license, and non-driver identification, . This may include provision of funding to assist with such procurement.

9. Benefits Assistance

The Contractor shall assist residents with securing health insurance and federal and State entitlements for which they may be eligible including, but not limited to HUSKY D, Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI).

10. Housing Assistance

The Contractor shall assist residents with obtaining adequate, non-shelter housing upon completion of the program.

11. Evidence-Based Programming

The Contractor shall provide evidence-based and gender-responsive services, utilizing evidence-based and gender-responsive curricula and philosophies.

12. Eligibility and Exclusions

Residents must be able and willing to abide by program procedures, and shall be expected to fully participate in and meet the expectations of the program. The Contractor reserves the right to reject referrals for admission of individuals with current documented severe and persistent psychiatric conditions, developmental disabilities or medical conditions that would prohibit full program participation, or if current assessment indicates that the individual requires services or staffing beyond those required by this contract. The Contractor understands that such instances and possible denials must be discussed with the Department. If the Contractor rejects a referral despite the Department's insistence, the Contractor understands that the Department may temporarily reduce funding until the bed is filled or corrective measures are completed.

D. Staffing

1. The staffing matrix for the program shall be filed pursuant to Part I, Section II of this agreement. Staffing patterns delineated in the staffing matrix shall be maintained for the duration of the State fiscal year in which they were filed unless otherwise authorized by the Department.
2. The Contractor shall assign the following staff to the program. Said staff shall be responsible for implementing and providing the required services.
 - a. **Clinical Coordinator/Program Manager**
 - i. **Responsibilities**
 - a) Day-to-day oversight of the program;
 - b) Mental health treatment including individual therapy and group facilitation;
 - c) Supervision of program staff; and
 - d) Monitoring program compliance and management.
 - ii. **Qualifications**
 - a) Master's degree in social work, psychology, counseling or related discipline;
 - b) Two years of related behavioral health experience;

- c) One year of supervisory experience; and
- d) Licensed or license-eligible LCSW, LPC, LMFT or Psychologist.

b. **Administrative Assistant**

i. Responsibilities

- a) Completing program reports;
- b) Data entry;
- c) Quality assurance of case files and medications;
- d) Medication documentation;
- e) Verifying resident employment and housing;
- f) Filing; and
- g) Monitoring resident activity.

ii. Qualifications

- a) Bachelor's degree; or
- b) Associate's degree and one year of related behavioral health experience; and
- c) Type a minimum of 45 words per minute.

c. **Client Supervisor II**

i. Responsibilities

- a) Assisting with data entry;
- b) Quality assurance of case files and medications;
- c) Ordering medication, food, and supplies;
- d) Monitoring, supervising, and transporting residents on second shift, weekdays; and
- c) Other tasks as assigned.

ii. Qualifications

- a) Bachelor's degree; or
- b) Associate's degree and one year of related behavioral health experience; or
- c) Two years of related behavioral health experience.

d. **Client Supervisor I**

i. **Responsibilities**

- a) Assisting residents with access to employment and housing opportunities;
- b) Monitoring and supervising resident activity on third shift, weekdays, and on first, second, and third shifts, weekends;
- c) Verifying that resident medication is taken appropriately;
- d) Transporting residents; and
- e) Clerical tasks as assigned.

ii. **Qualifications**

- a) High school diploma or GED; and
- b) One year of related behavioral health experience.

- 3. The Contractor shall make every effort to recruit, hire, and retain staff that are representative of the resident population including multilingual, multicultural, and minority staff. The Contractor shall coordinate interpreting services for any non-English-speaking/non-Spanish speaking residents if needed.
- 4. The Contractor shall interview all employment candidates for the position for which they are applying. Requirements for hire shall include: criminal background check; reference checks; toxicology screening; submission and verification of highest level of education transcript; submission and verification of credentials; and health screening. Positive results of a criminal background check shall not automatically disqualify a candidate from employment; however, such instances must be discussed with the Department. The Contractor shall conduct criminal background checks at five-year intervals for all program staff.

E. Program Outcome Measures

Evaluation of performance measures shall be subject to general contract performance, as well as levels and types of offenders served on an annual basis.

<i>Outcomes</i>	<i>Measures</i>
Individual Treatment Plan (ITP): An ITP has been developed with the active participation of the client.	95% of admitted clients will have ISP/ITP's within 15 calendar days of admission.
Housing: Client has safe, non-shelter housing upon program discharge.	90% of successfully discharged clients will have obtained safe, non-shelter housing.
Substance Free Lifestyle: Client has reduced/eliminated use of drugs and alcohol.	98% of clients will have at least 1 random drug screen monthly. 90% of clients will have no positive drug screens within reporting period.
Program Completion: Client has successfully completed all components of the program.	70% of discharged clients will have completed the program successfully.
Discharge Plan: Client has participated in development of a discharge plan detailing referrals for benefits and community-based services.	98% of successfully discharged clients in the program 15 calendar days or longer will have a completed discharge/summary plan.

Definitions:

ISP/ITP:

Eligible Clients: Those present in the program who received an intake.
Successful Outcome: Eligible clients with a completed service/treatment plan within 15 days of admission.
Unsuccessful Outcome: Eligible clients without a service/treatment plan within 15 days of admission.

Housing:

Eligible Clients: Those clients who successfully discharged (as defined below) from the program during reporting period.
Successful Outcome: Discharged to independent residence, other residence (family/friend or sober house), CTDOC-contracted residential program, DMHAS housing or shelter with case management.
Unsuccessful Outcome: Discharged to shelter with no case management or discharged with no housing.

Substance-Free Lifestyle:

Eligible Clients: All clients residing in the program during the reporting period.
Successful Outcome: At least 1 drug screen administered to each client at least once per month.
Clients who completed reporting period with no positive drug screens.
Unsuccessful Outcome: Clients who did not receive at least 1 drug screen each month.
Clients who completed reporting period with 1 or more positive drug screens.
** Positive drug screens based on prescription use should not be counted. Initial intake screen should not be counted. Subsequent positive drug screens that show a drop in nanogram levels during reporting period should not be counted as new positives.*

Program Completion:

Eligible Clients: All clients who discharged from the program during the reporting period.
Successful Outcome: Clients who discharged successfully, administratively, transferred to another program, discharged to a higher level of care or discharged without prejudice.
Unsuccessful Outcome: Clients who were remanded, escaped, absconded or were arrested on new charges.

Discharge Plan:

Eligible Clients: Clients who successfully discharged from the program during the reporting period.
Successful Outcome: Clients who resided in the program longer than 15 calendar days and discharged with a plan/summary.
Unsuccessful Outcome: Clients who resided in the program longer than 15 calendar days and discharged without a plan/summary.

Part I. Section II. Agency Terms and Conditions

- 1. Services Defined:** For the purposes of this contract, residential services shall be defined as programs offering 24/7 direct provision of either congregate or scattered-site housing. Programs offering assistance with obtaining housing through referrals shall not be deemed residential. CTDOC residential program types are as follows: Work Release, Substance Abuse, Mental Health, Women & Children, Sex Offender Treatment, Temporary Supportive Housing, and Scattered-Site Supportive Housing.

Nonresidential services shall be defined as programs offering an array of services on a day-reporting or outpatient basis. Connecticut Department of Correction (hereinafter 'CTDOC' nonresidential service types are as follows: Behavioral Health, Employment, Social Reunification and Support Services. Specific service types required by this contract are delineated in Part I, Section I above.

- 2. Electronic Communication:** Page one (1) of this contract requires that all notices, demands, requests, consents, approvals or other communications in relation to this Contract shall be deemed to have been effected at such time as they are hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt.

Not forgoing the requirements of page one (1), whenever practicable and permissible, the Contractor and CTDOC shall communicate via electronic mail. This shall include, but not be limited to, electronic submission of contract documents and reports.

- 3. Custody:** Individuals served under this contract are under the care, supervision, and/or custody of the Commissioner of Correction, and are subject to CTDOC's rules and regulations. An individual may be removed at the discretion of CTDOC and/or the contractor's request for just cause. The final decision to remove an individual is at the discretion of CTDOC. If the contractor insists that the individual be removed from the program, CTDOC reserves the right to permanently reduce the contracted number of beds and/or associated funding within the program.
- 4. Eligibility:** Eligibility for services provided under the terms of this agreement and paid for with CTDOC funds is limited to individuals under the care, supervision, and/or custody of CTDOC at the time services are provided. This may include individuals under the supervision of the CTDOC Parole and Community Services Division. The contractor shall not seek payment for services provided to any other person without prior written permission from CTDOC. Any request for payment for services provided to ineligible persons, not pre-approved, shall be denied. Any exceptions to this policy shall be in writing or contained in the program description of the contract.
- 5. Bed/Calendar Days Defined:** Part II, Section A.9 of this contract defines any contractual reference to 'days' as calendar days, other than Saturdays, Sundays, and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

CTDOC requires all residential services provided under contract to operate in a continuous manner, twenty-four (24) hours per day, seven (7) days per week, regardless of weekends or holidays. CTDOC also requires certain nonresidential programs provided under contract to operate outside of normal business hours and on weekends. Therefore, any contractual reference to 'days' in Part I of this contract shall be accompanied by a distinction between Bed/Calendar Days, which are defined as follows:

- a. Bed Days:** any day within a calendar year, including Saturdays, Sundays, and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- b. Calendar Days:** any day, other than Saturdays, Sundays, and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

6. Quality Assurances/Licensing Requirements: The Contractor agrees to maintain all offender case records including documentation of all pertinent interactions with offenders, individual and group counseling sessions, program compliance reports, employment status, and special treatment needs. Offender case records shall also include intake, progress, and discharge notes.

The Contractor agrees to operate under this contract in compliance with the standards promulgated by CTDOC for residential and/or non-residential services and further agrees to have and implement plans of action for standards with which they are not in compliance. There may be an annual review of the programmatic, fiscal, and administrative operations of the Contractor by individuals designated by CTDOC to conduct such a review. The Contractor shall designate a standards coordinator/manager who shall attend training programs sponsored by CTDOC.

The contractor agrees that each program governed by the contract shall, at the time of signature by the Contractor, be in full compliance with all local zoning laws. The Contractor shall be required to provide CTDOC with proof of compliance with zoning upon request.

The Contractor agrees that as of the commencement date of this agreement, it has sufficient right, title and interest in and to its assets to be able to carry out its obligations under this agreement.

7. Program Location: No program, residential or nonresidential, shall change its location without advance written approval from CTDOC. CTDOC shall have full access to any proposed new location prior to granting approval for such a move. The Contractor shall provide all required zoning, licensure, fire, and health certificates/approvals along with any request for location change. Other documents including, but not limited to insurance certificates and building inspection reports may be required prior to CTDOC approval.

8. CTDOC Access to Program Premises: CTDOC reserves the right to enter any program at any time, with or without prior notice, to facilitate the process of placing a program participant in custody, removing a participant from the program, conducting safety and security visits and/or conducting unannounced compliance checks of the program, which may include the presence of canines to facilitate drug searches. Access shall be provided by the Contractor without undue delay. CTDOC staff and agents shall have unlimited access to all records including treatment, and medical and mental health records, for all CTDOC program participants. Such visits shall not be construed to negate Part II, Section C.5(b) of this contract, which requires prior, written notice to the Contractor for formal audits and inspections.

9. Public Relation Matters: The Contractor shall notify the CTDOC Contracts Administration Office, in advance of any press or public relations activities, regarding the services provided under this Agreement, when such activities are known in advance of their occurrence. The Contractor shall forward any written information pertaining to such activities to the CTDOC Contracts Administration Office.

10. Emergency Notifications: The Contractor agrees to report to CTDOC, any events and/or emergencies involving either individuals or physical plant, affecting the life, health, safety, welfare, custody, supervision or release stipulations of any CTDOC offender. The Contractor shall follow all CTDOC policies, procedures, requirements, and directives governing the notification of the CTDOC Parole and Community Services Division, consistent with sound and responsible practice, regarding the safety, custody, and supervision of CTDOC's offenders in emergency as well as non-emergency situations.

11. Video/Audio Surveillance: Surveillance of offenders, via audio or video, is allowed in common areas only. Notice of surveillance must be clearly posted throughout the premises. Use of surveillance footage for any purpose other than surveillance (that is, training tools, etc.) must be approved by the CTDOC Contracts Administration Office. Agency policy and procedure regarding use of the surveillance footage and destruction policies must be on file with the CTDOC Contracts Administration Office.

12. Equipment Security Policies: Electronic portable equipment utilized by the Contractor's staff must adhere to generally recognized security protocols as they relate to encryption, etc.

13. Staff Retention: The Contractor shall put forth best effort practices to ensure continuity of care and fiscal responsibility by developing a staff retention plan. Plans must be submitted to the CTDOC Contracts Administration Office upon request.

Upon request, the Contractor shall provide the CTDOC Contracts Administration Office with a current list of the names and titles of all members of its Board of Directors. Such report shall be submitted within seven (7) calendar days of the request.

14. Staff Vacancies: The Contractor shall notify the CTDOC Contracts Administration Office immediately when it intends to make or undergo staff changes for the following positions: Executive Director, Program Coordinator, Chief Fiscal Officer, and/or Program Directors.

The Contractor shall also notify the CTDOC Contracts Administration Office when such positions become vacant, as well as when such positions are refilled. Addition of any staff impacting the most recent approved contract budget shall require prior written approval from the CTDOC Contracts Administration Office.

CTDOC reserves the right to approve any additions, deletions or changes in personnel funded in whole or in part with CTDOC funding. CTDOC also reserves the right to approve replacements for personnel who have terminated employment. CTDOC further reserves the right to require the removal and replacement of personnel who do not perform adequately, regardless of whether or not they were previously approved by CTDOC.

15. Undue Familiarity: If a person with whom an employee of the Contractor has a personal relationship is mandated to the program by CTDOC, the employee shall immediately notify his/her supervisor, in writing. The supervisor shall be responsible for notifying the appropriate CTDOC Parole Officer. CTDOC requires that it be notified of any relationship between an employee of the Contractor and a CTDOC offender that may compromise the integrity of the program. CTDOC reserves the right to remove the offender from the program.

The Contractor shall provide the CTDOC Contracts Administration Office with a copy of its agency's policy regarding Undue Familiarity. The supervising CTDOC Parole Officer shall be notified immediately if suspicions or allegations of undue familiarity have been reported. CTDOC shall negotiate with the Contractor for resolution regarding such suspicions or allegations.

16. Criminal History: The Contractor shall provide written notification to the CTDOC Director of Parole and Community Services prior to hiring staff who are currently under any type of criminal justice supervision (that is, state or federal probation or parole, or under the care, custody, and/or supervision of the Connecticut Judicial Branch, CTDOC or the Board of Pardons and Paroles). CTDOC reserves the right to prohibit the Contractor from allowing such individual to work in a CTDOC-funded program with CTDOC offenders.

17. Staffing Synergy: In cases where CTDOC expresses justified, documented concern over actions or stability of Contractor staff working with CTDOC offenders, CTDOC reserves the right to prohibit such staff from working in a CTDOC-funded program. In such cases, CTDOC will work with the Contractor to delineate specific concerns and identify a mutually beneficial resolution to the issue.

18. Medical Services: All medical, dental, and mental health services provided to offenders while under the supervision of the Contractor must be in compliance with the guidelines promulgated by CTDOC. CTDOC reserves the right to amend and/or revise such guidelines at any time. Revised/amended guidelines shall not be enforceable until the Contractor is advised of such revision/amendment.

19. Transportation: The Contractor shall, at a minimum, provide offender transportation to medical appointments, in emergency situations (not requiring ambulatory services), to court appearances/appointments when mandated, and when transferring to another contracted CTDOC program (residential programs only). This may be accomplished through public transportation, when viable, but should not result in any cost to the offender. When alternative transportation is not a viable option, it shall be the responsibility of the Contractor to provide direct transport for these appointments.

The Contractor shall ensure that direct transport occurs in Contractor vehicles only. Transportation in Contractor staff personal vehicles is strictly prohibited. The Contractor shall also ensure that staff transporting offenders are properly licensed and insured.

20. Transfer to Provider Outside of Normal Business Hours and Offender Eligibility: CTDOC reserves the right to transfer, with minimum notice, offenders from a correctional facility to any residential program, at any time. Any such transfer shall be conducted with the cooperation of appropriate CTDOC staff to ensure that a bed is available and that the offender meets the minimum qualifications for entry into the program. The Contractor shall be notified at least one hour in advance that such transfer is pending. The Contractor shall furnish the CTDOC Parole and Community Service Division with a checklist of minimum criteria by which the initial review of offender eligibility may be conducted. This checklist shall also contain each CTDOC-contracted program's normal business hours. Any offender transferred under this paragraph shall be fully reviewed by the Contractor, following its standard procedures, at the Contractor's earliest convenience. If the Contractor determines that the offender is ineligible for its program, the Contractor shall so notify CTDOC. CTDOC shall take custody of such offender within three (3) hours of such notification. The terms of this paragraph are applicable only for CTDOC-contracted residential programs.

If CTDOC believes that an offender has been inappropriately prohibited from participation in any program, CTDOC reserves the right to negotiate for the participation of such offender. The Contractor shall provide justification adequate to satisfy CTDOC for the continued exclusion of such offender. If the Contractor continues to exclude any offender who has been deemed appropriate by CTDOC after completion of negotiations, CTDOC shall have the option of permanently re-assigning the supported bed, including associated funding, to another program willing to accept the rejected offender.

Pursuant to C.G.S. Sec. 18-86c, in the absence of exclusionary criteria it is understood that the Contractor shall accept all referrals. Under normal circumstances, the Contractor shall have a not to exceed period of three (3) bed days to review referrals made by CTDOC. If the Contractor does not respond to the referral within three (3) bed days, CTDOC shall consider the referral as accepted.

21. Program Vacancies: In the event that an offender is remanded into custody due to physical ailments or hospitalized for any reason, CTDOC shall not hold the offender's bed open for a period longer than five (5) bed days. If the offender is unable to return to the program after five (5) bed days, CTDOC reserves the right to fill the empty bed with a new offender. The terms of this paragraph are applicable only for CTDOC-contracted residential programs.

22. Program Capacity: For programs that have CTDOC residents co-located with non-CTDOC residents, the Contractor shall post signage that clearly identifies the bedrooms occupied by CTDOC residents.

The Contractor shall file the number of beds available by program, gender, and funding source, annually with the Contractor's Budget Package Submission. Funding sources shall include, but not be limited to CTDOC, Connecticut Judicial Branch Court Support Services Division (CSSD), Connecticut Department of Mental and Health and Addiction Services (DMHAS), federal Bureau of Prisons, etc.

23. Additional Capacity Requests: The Contractor and CTDOC agree that, upon specific written request by CTDOC, services not contracted for through this agreement may be provided to the extent possible based on contractor capabilities and CTDOC funding. The Contractor shall not be required to provide any services to which they do not agree, nor shall it be required to provide such services for less than agreed to compensation. Such compensation shall be in addition to the maximum contract amount.

24. Payment for Additional Capacity: At the specific written request of CTDOC and agreement of the Contractor, the maximum annual contract amount of this agreement may be increased by up to 10 percent or \$10,000, whichever is less.

- 25. Facility Maintenance:** All facilities, residential and nonresidential, shall be maintained to comply with all applicable local, State and federal requirements including local zoning and health requirements. In addition, all facilities including exterior porches, stairs, and yards shall be kept free of litter and graffiti. Properties and facilities shall be kept clean, orderly, and free of unnecessary obstacles and obstructions. Utilization of offender work crews to maintain property is generally approved. However, maintenance requiring specialized or licensed tasks (electrical, plumbing, roofing, tree trimming, etc.) or those tasks requiring use of potentially dangerous tools, chemicals, equipment or supplies must be specifically approved in advance, in writing. Contractors shall use sound judgment in assigning tasks to offenders.
- 26. Job Training and Work Safety:** It shall be the Contractor's responsibility to ensure that CTDOC offenders maintain legal employment. Legal employment shall mean that the employer is reporting the employment to the applicable state and federal agencies. It is the responsibility of the Contractor to provide adequate job training, and proper safety equipment, training, and procedures to all offenders prior to entering the workforce, regardless of employment location.
- 27. Access to Religious Programming:** The Contractor shall provide reasonable opportunity for each offender to participate in the religious programming of his/her choice. Such programming may be provided on site. It may also include allowing CTDOC offenders to attend off-site religious services. The Contractor shall make reasonable accommodations for off-site attendance of religious services. The terms of this paragraph are applicable only for CTDOC-contracted residential programs.
- 28. Offender Rent:** CTDOC offenders shall not be charged rent until the offender has obtained employment. The Contractor shall not back-charge the offender for any length of stay prior to the beginning date of employment and if the offender becomes unemployed, the Contractor shall refrain from charging rent until new employment is obtained. Rent limits shall be established and maintained in the CTDOC Parole and Community Services' Residential Provider's Manual (hereinafter 'Residential Provider Manual'). The terms of this paragraph are applicable only for CTDOC-contracted residential programs. Under no circumstances shall CTDOC-contracted nonresidential programs charge an offender for any services rendered.
- 29. Offender Monies:** The Contractor shall be responsible for ensuring that each CTDOC offender handles his/her income in a fiscally responsible manner. As such, the Contractor shall assist each offender with establishing a savings account. Offender savings accounts shall be established in accordance with the policies delineated in the Residential Provider Manual. The terms of this section are applicable only for CTDOC-contracted residential programs.
- 30. Validated Risk and Needs Assessments:** The Contractor shall utilize validated risk and/or needs assessments for each program under contract with CTDOC, in accordance with the Program Description contained in this contract. CTDOC reserves the right to require alteration of the specific assessments utilized in order to mirror assessment practices utilized for offenders while incarcerated and to ensure continuity of care. In such cases, CTDOC shall work with the Contractor to ensure adequate training of Contractor staff on implementation and utilization of any new or modified assessments. This may include CTDOC training of Contractor staff or CTDOC allocation of provisional funding for such training.
- 31. Submission of Required Forms/Reports:** The Contractor shall file the following reports:
- a. Program Policies: A copy of all program policies for each program operated with Department funds, to be filed electronically with the Contracts Administration Office, by July 31 of each year. Program policies submission shall include:
 - i. copy of program handbook;
 - ii. copies of any form an offender is required to sign;
 - iii. copies of all rules and regulations pertaining to the program; and
 - iv. copy of the agency Policies and Procedures Manual

- b. Insurance Certificate: To be filed electronically, (pursuant to Part II, Section C.12 of this contract) with the Contracts Administration Office or uploaded to the Contractor's Connecticut Department of Administrative Services (hereinafter 'DAS') BizNet account by July 31 of each year.
- c. Residential Monthly Progress Reports: Due five calendar days after the end of each month. To be filed electronically with the supervising Parole Officer.
- d. Residential Monthly Discharge Report: Due 30 calendar days prior to the offender's discharge (if planned) or 48 hours after the offender's discharge (if unplanned). To be filed electronically with the supervising Parole Officer.
- e. Monthly Residential/Non-Residential Utilization Report: Due seven calendar days after the end of each month. To be filed electronically with the Contracts Administration Office.
- f. Performance Outcome Measure Report: Due seven calendar days after December 31 of each year, for the period of July 1 through December 31, and seven calendar days after June 30 of each year, for the period of July 1 through June 30. To be filed electronically with the Contracts Administration Office.
- g. Staffing Matrix: Due annually with submission of the Contractor's Budget Package Submission. To be filed electronically on the forms promulgated by the CTDOC Contracts Administration Office, for each program contracted for use by CTDOC offenders.
- h. Expenditure Reports: Due by March 31 of each year, for the period of July 1 through the last day of February, and by September 30 of each year, for the period of July 1 through June 30. To be filed electronically with the Contracts Administration Office.

Expenditure Reports shall include a line item analysis of actual revenues and expenditures for each program operated under the contract, consistent with the most recent approved contract budget.

- i. Budget Variances and Revisions: The Contractor may incur expenses that vary up to 20 percent or \$5,000, whichever is more, for any budget line item without requesting prior approval. All approved budget amounts and corresponding expenditures shall be accurately reflected on all required expenditure reports submitted to CTDOC. Upon review, any budget variance that CTDOC deems unacceptable, unnecessary or unallowable shall be subject to reimbursement or reconciliation, in accordance with CTDOC policy. The "or \$5,000, whichever is more" provision shall not apply to the Administrative and General budget line item.

If the Contractor incurs expenses that vary more than 20 percent or \$5,000, whichever is more, for any budget line item, a written justification shall be submitted to CTDOC with the required expenditure report. Upon review, any budget variance that CTDOC deems unacceptable, unnecessary or unallowable shall be subject to reimbursement or reconciliation, in accordance with CTDOC policy. The "or \$5,000, whichever is more" provision shall not apply to the Administrative and General budget line item.

The Contractor may vary an individual salary or wage without prior approval, if the variance is less than or equal to 15 percent. If the variance is greater than 15 percent, the Contractor shall request prior approval, in writing, from the Contracts Administration Office.

If the Contractor anticipates a significant variance from the most recent approved contract budget, CTDOC strongly recommends that the Contractor submit a budget revision request. Upon approval by the Contracts Administration Office, the amounts of the budget line items will be adjusted in a revised approved contract budget. Significant variances include, but are not limited to:

- i. Anticipation of over-expenditures greatly exceeding the 20 percent threshold;
- ii. Addition of a budget line item not included in the most recent approved contract budget; or
- iii. A material change related to the performance of services under the contract, such as subcontracting services that the contract specifies shall be performed by the Contractor.

Budget revision requests must be submitted not later than May 15 of the applicable fiscal year. Requests submitted after the deadline will not be accepted. The Contractor shall not implement any significant variance prior to receiving a revised approved contract budget. Should the Contractor not adhere to this process, any variances above the 20 percent or more than \$5,000 threshold that CTDOC deems unacceptable, unnecessary or unallowable shall be subject to reimbursement or reconciliation, in accordance with CTDOC policy. The “or more than \$5,000 threshold” shall not apply to the Administrative and General budget line item.

The Contractor shall request prior approval, in writing, from the Contracts Administration Unit, to transfer funds between programs funded by CTDOC.

- j. **State Single Audit:** In accordance with the requirements of the State Single Audit Act, the Contractor shall provide CTDOC and the Connecticut Office of Policy and Management (OPM) with a copy of its agency audit no later than six (6) months after the end of the Contractor’s audit period. The audit shall be filed on the OPM Electronic Audit Reporting System (EARS).

If the Contractor operates under a fiscal year that differs from the contract period, the Contractor shall furnish CTDOC with a reconciliation of the total expenditures reported in the State Single Audit, broken down by State Fiscal Year (July 1 through June 30). Such reconciliation shall be submitted with the State Single Audit.

In lieu of the above reconciliation, the contractor may elect to separately display program expenditures by contract period in the federal and State award schedules contained in the federal and State Single Audit Reports, as applicable. This election is only available if the aforementioned expenditure display by contract year is furnished for all award schedules encompassed by the contract period. In the event that adjustments are made to the contractor's audit subsequent to filing the final expenditure report, a revised final report reflecting such audit adjustments shall be filed and the revised report shall be reconciled to the award schedules.

32. Electronic Submission of Contractual/Programmatic/Financial Reports and/or Forms: CTDOC reserves the right to require submission of any or all contractual, programmatic, and financial reports electronically, which may include required use of web-based systems promulgated by the State of Connecticut. In such cases, CTDOC shall provide prior notification to the Contractor of the requirements and if necessary, provide appropriate training to the Contractor to ensure proper utilization of such systems. If CTDOC requires utilization of specific systems and such systems are demonstrated to incur costs beyond what are delineated in the contract budget, CTDOC shall work with the Contractor to allow for the reallocation of funding or the provision of additional funding to ensure that CTDOC’s requirements are implemented efficiently.

33. Payment Withholding/Reduction: CTDOC reserves the right to withhold payment to the Contractor in the event that reports required under the terms and conditions of this contract have not been submitted within the timeframes detailed by CTDOC. In the event that CTDOC determines it necessary to withhold payment to the Contractor, payment shall be withheld until such time as the Contractor has submitted the outstanding reports and CTDOC has accepted the reports as submitted.

CTDOC further reserves the right to implement payment reductions as a penalty for the late or inaccurate submission of reports required under the terms and conditions of this contract. Reduction penalties may be implemented as follows:

- i. Payment reduction of \$500.00 per report, per month, for reports submitted in excess of 30 calendar days after their established due date; and
- ii. Payment reduction of \$1,000.00 per report, per month, for reports that require in excess of three resubmissions by the Contractor due to inaccuracies identified by CTDOC:

34. Budget Package Submission: Contract budgets shall be submitted not later than June 15 of each year. Annual budgets shall be submitted electronically to the Contracts Administration Office and shall be considered accepted as final upon notification from the Contracts Administration Office. Annual submission and acceptance of contract budgets shall not necessitate a formal written amendment to the contract, unless such submission includes increases or decreases to the maximum contract amount, at the discretion of CTDOC.

Unless otherwise authorized through formal written amendment, annual funding provided by CTDOC shall remain static for the length of the contract.

35. Supplemental Financial Support: In the event that funding beyond that which is detailed in the most recent approved contract budget is received by the Contractor, the Contracts Administration Office shall be notified immediately and advised of the impact on funding provided by CTDOC. If Offender Rent in excess of 10 percent of the annual amount detailed in the most recent approved contract budget is received, the Contractor shall return the excess to CTDOC not later than June 10 of each year.

The Contractor shall not subsidize food costs with Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps, provided to offenders. In addition, offenders in a community release status shall not be eligible for State financial assistance including any form of State Administered General Assistance (SAGA) and/or SNAP benefits.

The Contractor understands that a portion of its expenses may be claimed by the State of Connecticut and reimbursed by the federal government through the Temporary Assistance for Needy Families (TANF) Program. Therefore, certain restrictions on a portion of funding received through the CTDOC may apply including the following.

- a. CTDOC programs funded under this agreement shall comply with State and federal TANF requirements subject to all terms and conditions as applicable pursuant to 45 CFR Parts 260 et al.
- b. CTDOC programs funded under this agreement shall comply with requirements relating to use of federal funds and awareness that funds may be provided by Temporary Assistance for Needy Families Block Grant (TANF) - Catalog of Federal Domestic Assistance (CFDA) TANF - 93.558.
- c. CTDOC program expenditures reported to the Connecticut Department of Social Services (CTDSS) shall be claimed as TANF, must meet the federal requirements for TANF, and must be considered federal funds for audit purposes.
- d. Programs funded under this agreement are in accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," whereby smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The Law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- e. Programs funded under this agreement shall not use funds to support lobbying activities to influence proposed or pending federal or State legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress or any other level of government, through the use of other resources – 45 CFR part 93.
- f. CTDOC programs funded under this agreement shall not use CTDOC funds as a match to any federal grant, nor may they federally claim any of the dollars utilized as they are being claimed by the CTDSS.
- g. CTDOC programs funded under this agreement will maintain any necessary data and documentation required for auditing purposes.

h. TANF program expenditures for the CTDOC programs funded under this agreement are subject to State and federal audit. The State audit threshold is \$300,000. Non-federal entities that expend \$750,000 or more in federal funds in the entity's fiscal year shall have a single or program-specific audit conducted for that year. Non-federal entities that expend less than \$750,000 in federal funds in the entity's fiscal year are exempt from federal audit requirements for that year, except as noted in 38 CFR §41.215(a), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

36. Surplus or Excess Payments: All funding received from CTDOC must be obligated against expenses incurred within the State fiscal year during which the funding was received. All funds unexpended from the previous State fiscal year shall be returned in full to CTDOC not more than 90 days after the completion of each State fiscal year. Expenditures made that are not in accordance with this agreement shall be considered unauthorized and returned to CTDOC as noted in Section 30.j above.

37. Residential Payments: CTDOC shall make quarterly, prospective payments, based on the Schedule of Payments included in this agreement. Bed-days deemed 'unavailable' by the Contracts Administration Office shall not be funded. Should a bed become unavailable for use by CTDOC for any reason, the Contractor shall notify the Contracts Administration Office immediately. Such notification shall be sent electronically and shall include the number of beds unavailable, the date they became or shall become unavailable, the reason for becoming unavailable, and the projected date that such beds shall become available again. The Contractor shall notify the Contracts Administration Office when the beds become available again. The Contracts Administration Office shall make adjustments to payments to compensate for unavailable beds.

38. Nonresidential Payments: CTDOC shall make quarterly, prospective payments, based on the Schedule of Payments included in this agreement. Should the contractor be unable to provide services funded under this agreement for any reason, the Contractor shall notify the Contracts Administration Office immediately. Such notification shall be sent electronically and shall include the date the services became or shall become unavailable, the reason for becoming unavailable, and the projected date when the services shall become available again. The Contractor shall immediately notify the Contracts Administration Office when the services become available again. The Contracts Administration Office shall make adjustments to payments to compensate for unavailable services.

39. Payment for Offenders Past Sentence: CTDOC shall not be responsible for payment of offender participation in any program past the offender's end of sentence date. If the Contractor believes that there is an extraordinary need for the offender's length of stay to exceed his/her end of sentence date, the Contractor may submit a 'Request to Remain in Program' form to the Contracts Administration Office, not less than two (2) weeks prior to the offender's end of sentence date. If approved, CTDOC shall continue to pay for the offender's participation in the program. If denied, CTDOC shall discontinue payment on the offender's end of sentence date.

40. Payment for Offenders Past Maximum Length of Stay: CTDOC shall not be responsible for payment of offender participation in any program past the maximum length of stay detailed in this agreement. If the Contractor believes that there is an extraordinary need for the offender's length of stay to exceed the program's maximum length of stay, the Contractor may submit a 'Request to Remain in Program' form to the Contracts Administration Office, not less than two (2) weeks prior to the date of maximum length of stay. If approved, CTDOC shall continue to pay for the offender's participation in the program. If denied, CTDOC shall discontinue payment on the day the offender reaches his/her maximum length of stay.

41. Payment for New Programs: Upon contracting for new programs, CTDOC shall not make payment for services until the contract has been fully executed and the program is available for CTDOC use. This includes availability of beds for residential programs and availability of services for nonresidential programs. Payments shall be reduced for beds/services not available on the scheduled date.

42. Parole and Community Services Residential Provider Manual: All Contractors providing residential services shall be required to adhere to the terms and conditions of the CTDOC Parole and Community Services Residential Provider Manual.

43. Performance Outcome Measures: The Contractor shall adhere to established Performance Outcome Measures developed and promulgated by CTDOC as such may be amended from time to time.

44. Prison Rape Elimination Act (PREA): All Contractors providing residential services shall adhere to the federal Prison Rape Elimination Act of 2003, Public Law 108-79. A copy of the federal PREA Standards is available upon request to the CTDOC Contracts Administration Office. Additionally, all Contractors providing residential services shall comply with CTDOC policies and procedures as they relate to PREA standards for contracted residential community programs, as such policies and procedures are delineated and maintained in the CTDOC Parole and Community Services Residential Provider Manual.

45. Protected Health Information: The Contractor shall take all reasonable and necessary precautions to ensure the confidentiality of services provided to CTDOC offenders, as well as personal health information of such offenders, in accordance with all federal and State laws, regulations, policies, and standards related to the protection of personal health information. This shall include, but not be limited to, the following:

- Names;
- Addresses;
- Telephone Numbers;
- Birth Dates;
- Social Security Numbers;
- Federal Employer Identification Numbers;
- Information concerning Births, Deaths, Marriages, Divorces, and Child Custody;
- Medical, Psychological, and Psychiatric Information;
- Employment Status/History;
- Driver's License Information; and
- Other information of a similar nature.

This section shall not be construed to limit the transfer of information regarding CTDOC offenders between CTDOC, the Contractor, and other service providers participating in the offender's reintegration efforts, but shall be utilized to govern the dissemination of offender information to the offender's family/friends, and/or the public, and/or those not expressly authorized to obtain such information.

46. Tangible Personal Property

The Contractor, on its behalf and on behalf of its Affiliates, shall comply with all of the provisions of Connecticut General Statutes §12-411b, as such statute may be amended from time to time:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates, in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

Schedule of Payments
for
Perception Programs, Inc.
July 1, 2016 - June 30, 2017
Year 1 of a 3-year contract

SFY 2017 Funding			
April - June	Period Total	Quarterly Payment	SID
<i>Start-up Costs</i>	\$27,454.00	\$27,454.00	16173
<i>Operating Costs</i>	\$100,916.00	\$100,916.00	16173
	Quarterly	\$128,370.00	
	<i>Annual Total:</i>	<i>\$128,370.00</i>	

Schedule of Payments
for
Perception Programs, Inc.
July 1, 2017 - June 30, 2019
Years 2-3 of a 3-year contract

Annual Funding			
July - June	Period Total	Quarterly Payment	SID
<i>Grace House</i>	\$75,687.25	\$75,687.25	16173
	Quarterly	\$75,687.25	
	<i>Annual Total:</i>	\$302,749.00	

Payment schedules delineated above are based on payment to be made on an annual basis. Payments shall be made quarterly, prospectively in accordance with the terms and conditions of this contract. Unless mutually agreed upon via formal amendment to this contract, annual payments shall not exceed \$302,749 based on receipt and approval of an annual budget detailing projected costs of program operation, and availability of services, and will be made in accordance with the above-delineation for the remaining term of the contract.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
 2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 5. **“Client”** shall mean a recipient of the Contractor’s Services.
 6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
 8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
 9. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

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

B. Client-Related Safeguards.

1. Inspection of Work Performed.

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://ct.gov/opm/fin/cost_standards.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

4. Federal Funds.

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

5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
- (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
- (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

15. Representations and Warranties. Contractor shall:

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

16. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

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

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

19. Protection of Personal Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
- (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
- (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

22. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

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

1. Contract Amendment.

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. **Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
 - (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
 - (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

Notwithstanding the language in Part II, Section E.1(c) of this agreement, the Department of Correction is not a covered entity for the purposes of HIPAA.

- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and

- (e) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
 - (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.

Notwithstanding the language in Part II, Section E.1(g) of this agreement, the Department of Correction is not a covered entity for the purposes of HIPAA.

- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 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 agreed to by the parties, information collected in accordance with subsection (h)(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; or
 - (C) provide a copy of the individual's PHI in an electronic health record,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, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate 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 or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. 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.

- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(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 (l)(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 or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

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

- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

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

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

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

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Agency shall provide a copy of these Orders to the Contractor.

9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

www.ct.gov/seecwww.ct.gov/seec



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

[X] Original Contract
[] Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVAL

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

Contractor

Perception Programs, Inc.

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Kristie Scott, Chief Executive Officer

(Typed/Printed Name and Title of Authorized Official)

Agency

Department of Correction

Agency Name

Signature (Authorized Official)

Date

Cheryl L. Cepelak, Deputy Commissioner

(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General (Approved as to form)

____ Part I of this Contract having been reviewed and approved, as to form, by the OAG, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated _____.

Signature

Date

Assistant / Associate Attorney General

ATTACHMENT A

SUPPORT DOCUMENTATION

The documents listed below are attached and made part of this agreement:

Deficit Reduction Act of 2005
Drug Free Workplace
Guide for Contractors in the Correctional Environment

Contractor is required to provide the following documents:

Gift and Campaign Contribution Certification (OPM Ethics Form 1) – uploaded to DAS BizNet
Consulting Agreement Affidavit (OPM Ethics Form 5) – uploaded to DAS BizNet
OPM Iran Certification Form 7 – uploaded to DAS BizNet
Nondiscrimination Certification – uploaded to DAS BizNet
Workplace Analysis Affirmative Action Report – uploaded to DAS BizNet

Required forms provided by DOC:

Agency Certification (OPM Ethics Form 3)
OPM Approval

DEFICIT REDUCTION ACT OF 2005

120 STAT. 74 PUBLIC LAW 109-171—FEB. 8, 2006

SEC. 6032. EMPLOYEE EDUCATION ABOUT FALSE CLAIMS RECOVERY

(a) IN GENERAL.—Section 1902(a) of the Social Security Act (42 U.S.C. 1396a(a)) is amended—

- (1) in paragraph **(66)**, by striking “and” at the end;
- (2) in paragraph **(67)** by striking the period at the end and inserting “; and”; and
- (3) by inserting after paragraph **(67)** the following:

“**(68)** provide that any entity that receives or makes annual payments under the State plan of at least \$5,000,000, as a condition of receiving such payments, shall—

“**(A)** establish written policies for all employees of the entity (including management), and of any contractor or agent of the entity, that provide detailed information about the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any State laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in section 1128B(f));

“**(B)** include as part of such written policies, detailed provisions regarding the entity’s policies and procedures for detecting and preventing fraud, waste, and abuse; and “**(C)** include in any employee handbook for the entity, a specific discussion of the laws described in subparagraph (A), the rights of employees to be protected as whistleblowers, and the entity’s policies and procedures for detecting and preventing fraud, waste, and abuse.”.

(b) EFFECTIVE DATE.—Except as provided in section 6035(e), 42 USC 1396h note. the amendments made by subsection (a) take effect on January 1, 2007.

STATE PLANS FOR MEDICAL ASSISTANCE^[3]

Sec. 1902. [42 U.S.C. 1396a] (a) A State plan for medical assistance must—

(66) provide for making eligibility determinations under section [1935\(a\)](#);

(67) provide, with respect to services covered under the State plan (but not under title XVIII) that are furnished to a PACE program eligible individual enrolled with a PACE provider by a provider participating under the State plan that does not have a contract or other agreement with the PACE provider that establishes payment amounts for such services, that such participating provider may not require the PACE provider to pay the participating provider an amount greater than the amount that would otherwise be payable for the service to the participating provider under the State plan for the State where the PACE provider is located (in accordance with regulations issued by the Secretary);

The Connecticut Department of Correction has adopted as its policy, the foregoing federal policies as they relate to false claims recovery.



State of Connecticut Department of Correction Drug Free Workplace Policy

The State of Connecticut is committed to winning the battle against substance abuse. Substance abuse jeopardizes a stable family structure, increases crime, impacts worker productivity, and presents a continuing and growing drain of government funds. For our youth, substance abuse is an especially serious threat. Drugs destroy their hopes and dreams and, all too often, their very lives.

The workplace is not immune to the influence of substance abuse. Worker safety, health and efficiency are adversely affected. Therefore, in harmony with Connecticut's three-pronged strategy of education, treatment and enforcement to combat substance abuse and in accordance with federal legislation, this Drug-Free Workplace Policy has been adopted. Connecticut State employee/Contractors will be protected and served by this initiative which includes an on-going substance abuse awareness program.

Effective March 18, 1989, the federal government enacted the "Drug-Free Workplace Act", (41 U.S. Code §§701 et seq.). This act requires that any employer receiving federal funding must certify that it will maintain a drug-free workplace. Among other things, the act requires that a policy be published notifying employees or those providing services that the unlawful manufacture, distribution, possession, or use of controlled substances is prohibited in the workplace. It also requires that certain actions be taken if this policy is broken.

It is the policy of the State of Connecticut that each employee/Contractor has a right to come to work and perform his or her job in an environment that is free from the illegal use of drugs. It is also in the interest of the State and the public that employees/Contractors be able to perform their duties safely and efficiently. The State is firmly committed to promoting high standards of health, safety, and efficient service. Thus, our goal is to maintain a work environment free from the effects of drug abuse.

It is the policy of the State of Connecticut that employees/Contractors shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance while on the job or in the workplace, or be under the influence of a controlled substance, not prescribed for him/her by a physician, while on the job or in the workplace. Any employee or service provider violating this policy will be subject to discipline, up to and including termination of the contract.

"Controlled substances" are specifically defined in federal law and consist of two classes of drugs: (1) those commonly thought of as "illegal" drugs; and (2) certain medications if not being taken under a physician's prescription or according to a physician's orders, which the federal government has determined have a potential for abuse, or are potentially physically or psychologically addictive.

CONNECTICUT DEPARTMENT OF CORRECTION
Guide for Contractors
in the
Correctional Environment

Correctional contractors, due to the nature of the correctional environment, are expected to adhere to very specific standards of behavior. The work rules listed below are of a most basic nature and it is the Contractor's responsibility to become familiar with them. Violations of any of these rules may subject the Contractor to payment reduction, contract termination and/or criminal charges.

I. Entrance In/Out of a Facility

Contractors should always contact the facility prior to arriving in order to ensure that Operational needs will allow for entrance. Contractors should allow 20-30 minutes for entrance into the facility. All contractors and contractor employees shall be made to pass through a metal detector prior to entrance into a facility. Failure to clear the metal detector may require a physical search. To this end, items conveyed into the facility should be limited. Cell phones, video/audio recording devices, firearms, and tobacco products are strictly forbidden. Additionally, the following rules shall apply:

- A. Contractors shall not convey any item onto facility premises with the intent of conveyance to an inmate without prior written approval of the Warden or his/her designee.
- B. Contractors shall not convey any item received from or by an inmate off of facility premises without prior written approval of the Warden or his/her designee.
- C. Contractors shall not convey mail or correspondence to or from an inmate without prior written approval of the Warden or his/her designee.
- D. Contractors shall not, at any time, possess a firearm on facility property.
- E. Contractors shall not possess any item that may be utilized as a weapon or contraband, such as: knives, files, hacksaw blades, metal cutting tools, cutting torches, drugs, narcotics, poisons, hair tonic, acids, shellac, and any liquids with alcoholic content.

If such items are needed to render the services provided under the contract, they shall be authorized by the Warden or his/her designee and stored in places secured against unauthorized access. Only the proper staff shall distribute such materials; quantities entrusted to inmates shall only be sufficient for the immediate purpose to be served and shall be used under careful supervision.

II. Conduct Within a Facility

It is important for contractors to understand that a correctional facility can be a dangerous environment. To that end, contractors should be cognizant of their surroundings at all times and adhere to the following rules:

- A. Dress appropriately. Pocket books and knotted ties are discouraged, and may be disallowed. Clothing should not be provocative or revealing in any way. Excessive jewelry is discouraged. Shoes should be low heeled with closed toes.

- B. Refrain from using signs of affection as they may be misinterpreted.
- C. Contractors shall not leave their work area, for any reason, without a CTDOC escort.
- D. Contractors shall conduct themselves professionally at all times. Profane, indecent or humiliating language will not be tolerated.
- E. Contractors shall not affix any signs or posters to facility property without prior written approval of the Warden or his/her designee.
- F. Contractors shall not take photographs while on facility premises without prior written approval of the Warden or his/her designee.
- G. Contractors shall not report to the facility while under the influence of drugs or alcohol. Medication containing any narcotic or controlled substance shall not be allowed on facility premises without prior written approval of the Warden or his/her designee.
- H. Contractors shall remain fully attentive to their surroundings while on facility premises.
- I. Contractors shall report sickness, accidents or unusual behavior of inmates to a CTDOC staff member immediately.
- J. Contractors shall report sickness or accident of/by themselves to a CTDOC staff member immediately.
- K. Contractors shall report loss of keys or personal items to a CTDOC staff member immediately.

III. Inmate Contact

Any individual entering a facility will have contact with inmates. Regardless of how limited the interaction, it is imperative for contractors entering the facility to understand certain rules for interaction with inmates.

- A. Do not give or receive any item, gift or loan from an inmate without prior written authorization from the Warden or his/her designee.
- B. Do not engage in any form of business venture with an inmate.
- C. Do not discuss other contractors, inmates or CTDOC staff with any inmate.
- D. Treat inmates in a civil and professional manner at all times. Never show preferential treatment, and remain objective.

- E. Keep your word! Do not make promises you are unable to keep.
- F. Avoid undue familiarity with inmates.

Do not divulge any personal information about yourself, another inmate, or CTDOC staff. While not all inmates are manipulative, possession of such information will make the contractor vulnerable.

Do not become personally involved with any inmates' private or family matters (except for specific professional reasons). Do not accommodate any requests for favors.

Whenever possible, use formal titles such as, Mr., Ms, Sir, Captain, etc. Do not accept excessive compliments from inmates.

- G. Show discernment, some inmates survive on manipulation. Always check the facts.
- H. If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you.

IV. Miscellaneous Rules

- A. Contractors shall not release information relative to services provided to CTDOC without prior written approval of CTDOC.
- B. Contractors shall notify the Warden or his/her designee immediately, in writing, if next of kin, known relative or personal friend of the Contractor or employee of the Contractor becomes incarcerated at the facility the Contractor is providing services to. Such notification shall be held confidential by CTDOC.
- C. Contractors shall notify the Warden or his/her designee immediately, in writing, if Contractor or employee of the Contractor is arrested. Such notification shall be held confidential by CTDOC. At the discretion of CTDOC, the arrested individual may be barred from entering the facility.
- D. Confidentiality of CTDOC and inmates shall be adhered to at all times.

V. Safety and Security

In the event of an emergency situation, it is important for Contractors to adhere to the following guidelines.

- A. If there is doubt as to a course of action, consult CTDOC staff.
- B. Adhere to the directions of CTDOC staff at all times. In the event of an emergency, the Contractor may be directed to leave the area they are working in. Do so in an orderly and timely fashion.
- C. If there is an incident in the Contractor's immediate area, allow CTDOC staff to follow procedures

for reporting such. If CTDOC staff is unable to report the problem, utilize the nearest phone to call the facility control center to report the issue. The facility will notify you of the appropriate number prior to entrance. If it is impractical to utilize the phone, simply knock the receiver off the hook. This will notify the facility control center that there is a problem in your area, and staff will be dispatched appropriately.

- D.** If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you. Do not attempt to be a hero, and do not confront the inmate directly. Doing so may compromise your safety.

It is important to realize that this guide does not address every situation and is not all encompassing. It does represent basic requirements necessary to perform the duties effectively and safely within the correctional setting. Failure to adhere to these standards of performance and personal conduct is unacceptable and will be handled accordingly.

Where conflict between this document and language contained in the body of the contract, the contract language shall apply.



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

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(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(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(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:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Perception Programs, Inc.
Printed Contractor Name

Kristie Scott
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 14th day of June, 2016.


Commissioner of the Superior Court (or Notary Public)

1-31-2021
My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 0]

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

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.

Perception Programs, Inc. Signature of Principal or Key Personnel Date 06 June 2016
Selma N. Ward, Chief Financial Officer DMHAS
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 16th day of June, 2016.



Commissioner of the Superior Court or Notary Public
My Commission Expires 1/31/2021



STATE OF CONNECTICUT

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

Respondent Name: Perception Programs, Inc.

INSTRUCTIONS:

CHECK ONE:

- Initial Certification. Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

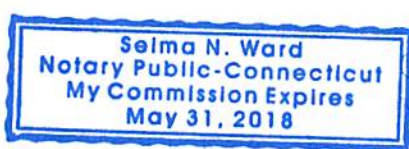
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Perception Programs, Inc.

Kristie Scott, CEO

Subscribed and acknowledged before me this 8th day of June, 2016.

Selma N. Ward, Commissioner of the Superior Court (or Notary Public), My Commission Expires May 31, 2018





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

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

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am Chief Executive Officer of Perception Programs, 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
Perception Programs, Inc. and that Perception Programs, 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 and 4a-60a, as amended.

[Signature]
Authorized Signatory

Kristie Scott
Printed Name

Sworn and subscribed to before me on this 14th day of June 2016.

[Signature] Commission Expiration Date 1-31-2021
Commissioner of the Superior Court/ Notary Public



STATE OF CONNECTICUT

Current User: linda.burns@ct.gov

Biznet Menu

Log In/Out

CHRO Form

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

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

Perception Programs, Inc.

ID	Job Category	Totals	White Male	White Female	Black Male	Black Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	Native Male	Native Female
1909	Officials/Managers	15	2	8	1	2	0	2	0	0	0	0
1910	Professionals	41	7	23	1	3	2	5	0	0	0	0
1911	Technicians	43	7	20	1	2	6	7	0	0	0	0
1912	Sales Workers	0	0	0	0	0	0	0	0	0	0	0
1913	Office/Clerical	11	1	8	0	0	1	1	0	0	0	0
1914	Craft Workers (Skilled)	0	0	0	0	0	0	0	0	0	0	0
1915	Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0
1916	Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0
1917	Service Workers	0	0	0	0	0	0	0	0	0	0	0
	Totals	110	17	59	3	7	9	15	0	0	0	0

Do you use minority business as subcontractors or suppliers? Yes No Explain:

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

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

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

RECRUITMENT
 When hiring opportunities occur, the agency will notify its

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

The Counter 1.584

Greer, Leslie

From: Greer, Leslie
Sent: Thursday, June 29, 2017 11:16 AM
To: 'denise.keane@perceptionprogams.org'
Cc: Olejarz, Barbara; Hansted, Kevin; Martone, Kim
Subject: Perception Programs, Inc. CON Determination
Attachments: 17-32174-DTR CON not required.pdf

Ms. Scott,

Attached is the decision for Perception Programs, Inc.'s CON determination.

Thank you,

Leslie M. Greer
Consumer Information Representative (PPT)
Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue, MS#13HCA, Hartford, CT 06134
Phone: (860) 418-7013 Fax: (860) 418-7053
Website: www.ct.gov/ohca



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Healthcare Access

June 28, 2017

Via Email Only

Kristie Scott
Chief Operating Officer
Perception Programs, Inc.
54 North Street
PO Box 407
Willimantic, CT 06226

RE: Certificate of Need Determination Report Number 17-32174-DTR
Establishment of Private Freestanding Psychiatric Outpatient Clinic for Adults and
Private Freestanding Facility for the Care or Treatment of Substance Abusive or
Dependent Persons

Dear Ms. Scott:

On June 26, 2017, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Perception Programs, Inc. ("Petitioner") with respect to the establishment of a Private Freestanding Psychiatric Outpatient Clinic for Adults and Private Freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons

The Petitioner is a nonprofit provider that is proposing the establishment of Grace House, a Private Freestanding Psychiatric Outpatient Clinic for Adults and Private Freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons. The Petitioner will have five residential behavioral health care beds and will provide individual behavioral health assessments and therapy, group therapy, psychiatric evaluations, and medication-management services solely for clients referred by the State of Connecticut Department of Corrections ("DOC"). The Petitioner currently has a contract with the DOC to provide these services.



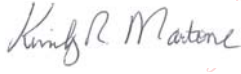
Phone: (860) 418-7001 • Fax: (860) 418-7053
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer



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(11) defines a health care facility as “(G) mental health facilities; (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...” Since the Petitioner is a nonprofit facility that has a contract to provide services to the DOC clients, a ***CON is not required*** for the Petitioner’s proposal.

Sincerely,



Digitally signed by Kimberly
Martone
Date: 2017.06.29 10:57:29 -04'00'

Kimberly R. Martone
Director of Operations

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