Original Contract Number:	017CCC-CHC-04 / 13DSS6501FO		
Amendment Number:	_____		
Maximum Contract Value:	$44,398,722.00		
Contractor Contact Person:	Joseph Consorte	Tel: (860) 589-6226	
DSS Contact - Contract:	Marcia McDonough	Tel: (860) 424-5214	
Program:	Kathy Bruni	Tel: (860) 424-5177	

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

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD State: CT Zip: 06106

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

Contractor's Name: CONNECTICUT COMMUNITY CARE, INC.

Street: 43 ENTERPRISE DRIVE

City: BRISTOL State: CT Zip: 06010-7472

Tel#: (860) 589-6226 FEIN/SS#: [redacted]

("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 shall be in effect from **July 1, 2013 through June 30, 2016**. The Department at its sole discretion shall have the option to extend this Contract for a maximum of two one-year periods by notifying the Contractor to this effect not less than ninety (90) days prior to the expiration of the contract.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ 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 be means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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

If to the Agency:	STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 25 SIGOURNEY STREET HARTFORD, CT 06106 Attention: **Marcia McDonough**	If to the Contractor:	CONNECTICUT COMMUNITY CARE, INC. 43 ENTERPRISE DRIVE BRISTOL, CT 06010-7472 Attention: **Joseph Consorte**

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.

TABLE OF CONTENTS

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

SECTION ONE - OVERVIEW

A. CONNECTICUT HOME CARE PROGRAMS
1. Definitions
2. Types of Services
3. CHCPs Categories of Service
4. Funding and Waiting List
5. Exploration of Resources- Department as Payer of Last Resort
6. Self-Directed Care
7. Direct Service Providers
8. Client Contribution
9. Notice of Liability to Applicant or Recipient of care (Client), or Legally Liable Relative
10. CHCPE/CHCPD/1915i Target Population
11. Public Access to the CHCPs
12. Application Process

SECTION TWO - SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES
1. Contractor Service Regions, Transition and Operations
2. Authorization of Services
3. Processes for Contractor Eligibility and Client Eligibility
4. Quality Assurance Program
5. Optional Contractor Activities
6. Hearings and Appeals
7. Program Staffing
8. Contractor Care Management Requirements
9. Performance Bonus Incentives
10. Reporting Requirements and Data Collection
11. Accounting System
12. Web-Based Communication System and Portal

B. DEPARTMENT RESPONSIBILITIES

SECTION THREE – BUDGET AND PAYMENT

A. CONTRACT AMOUNT

1. Budget(s)
2. Budget Variance
3. Advance
4. Care Management Rate
5. Rates per Task and Frequency
6. Billing and Payment Information
7. Reimbursement Denial Information

Part II
Terms and Conditions

A. Definitions

1. Bid
2. Breach
3. Cancellation
4. Claims
5. Client
6. Contract
7. Contractor Parties
8. Data
9. Day
10. Expiration
11. Force Majeure
12. Personal Information
13. Personal Information Breach
14. Records
15. Services
16. State
17. Termination

B. Client-Related Safeguards

1. Inspection of Work Performed
2. Safeguarding Client Information
3. Reporting of Client Abuse or Neglect
4. Background Checks

C. Contractor Obligations

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit Requirements
6. Related Party Transactions
7. Suspension or Debarment
8. Liaison
9. Subcontracts
10. Independent Capacity of Contractor
11. Indemnification
12. Insurance
13. Choice of Law/Choice of Forum; Settlement of Disputes; Claims Against the State
14. Compliance with Law and Policy, Facilities Standards and Licensing
15. Representations and Warranties
16. Reports
17. Delinquent Reports
18. Record Keeping and Access
19. Protection of Personal Information
20. Workforce Analysis
21. Litigation
22. Sovereign Immunity

D. Changes To The Contract, Termination, Cancellation and Expiration

1. Contract Amendment
2. Contractor Changes and Assignment
3. Breach
4. Non-enforcement Not to Constitute Waiver
5. Suspension
6. Ending the Contractual Relationship
7. Transition after Termination or Expiration of Contract

E. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996
2. Americans with Disabilities Act
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-discrimination
6. Freedom of Information
7. Whistleblowing
8. Executive Orders
9. Campaign Contribution Restrictions

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 Connecticut Home Care Programs (CHCPs) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

SECTION ONE - OVERVIEW

B. CONNECTICUT HOME CARE PROGRAMS

The Connecticut Home Care Programs (CHCPs) are partnerships between the Department and the Contractor, working together to provide home and community based programs that offer the 65 years of age and older persons, and adults with disabilities who are at risk for institutionalization, the support needed to remain living at home by conducting assessments; developing plans of care; developing home and community-based services plans; and providing Care Management services. This Contract applies to each of the component CHCPs: Connecticut Home Care Program for Elders (CHCPE); Connecticut Home Care Program for Adults with Disabilities (CHCPD); and 1915i State Plan Home and Community Based Services Option (1915i). The Department shall administer the CHCPs through this contract and others like it with local agencies that have been designated as Access Agencies ("Contractor").

The Contractor is responsible for: assisting Applicants within specified Alternate Care Unit ("ACU") Regions to receive home and community based services by conducting initial comprehensive assessments of Applicants referred to them by the Department, annual comprehensive assessments, status Reviews, and reevaluations as appropriate; and providing quality Care Management services within specified ACU Region(s) to Clients.

The Contractor may not provide any other direct service to CHCPs' Clients or purchase home care services from itself or any related parties.

The Contractor shall work with the Department to meet the following goals of the CHCPs:

- Determine whether cost-effective home care services can be offered to Applicants who are at risk of institutionalization; and
- Provide a full range of home care services to Clients who choose to remain in the community, if services are appropriate and cost effective.

1. Definitions

a. **Alternate Care Unit Regions** - The CHCPs are provided in five regions in the State. They are: Region I-Southwest, Region II-South Central, Region III-Eastern, Region IV-North Central, and Region V-Northwest.

b. **Alternate Care Unit** - The Department's ACU administers the Connecticut Home Care Program for Elders, the Connecticut Home Care Program for Adults with Disabilities and the 1915i State Plan Home and Community Based Services Option, which jointly constitute CHCPs. The mission of the ACU it is to develop a dynamic system that includes a flexible array of cost-effective community based services and institutional long term care alternatives that are responsive to the needs and preferences of individuals and families with continuing care needs.

c. **Applicant** - A person who is applying for CHCPs services. Once an Applicant is deemed eligible for CHCPs' services then that Applicant is referred to as a Client as defined in Part II, Section A.5.

d. **Access Agency** - An Access Agency, as designated by the Department, is an organization that complies with all applicable sections of the CHCPE regulations found in Regulations of Connecticut State Agencies, §§ 17b-342-1 through 17b-342-d, as amended from time to time.

e. **Assessment** - A comprehensive evaluation of an individual's medical, psychosocial and economic status, degree of functional impairment and related service needs. For the purposes of the CHCPs, this assessment shall include a face-to-face interview and shall utilize a standard assessment tool approved by the Department.

f. **Care Management** - A responsibility of the Contractor is to provide Care Management. Care Management includes: developing plans of care, effectively and efficiently coordinating the services identified in the plan of care and monitoring the delivery of provider services to ensure quality of service and service delivery as stipulated in the Client's plan of care; activities that involve the implementation, coordination, monitoring and reassessment of a community-based plan of care; a person-centered service that respects consumer rights, values and preferences; assisting the Client in meeting their home care needs; monitors service delivery and the quality of services provided; monitors Client satisfaction; and uses available resources effectively and efficiently.

g. **Client-Centered** - Client-Centered is interchangeable with person-centered, and both are approaches to recognize the needs, preferences and values of the Applicant/Client that allows for the maximization of CHCPs' Client's choice.

h. **Client Status Review** - A Review of the functional and cognitive status of a Client based on a face-to-face interview. The status Review is conducted when a lapse of time has occurred between the assessment and initiating Care Management services or when a lapse of time has taken place since the Client has received Care Management services. The status Review is a person-centered approach to care plan development recognizing the needs, preferences and values of the Client that allows for the maximization of Client choice.

i. **Community-Based Services** - Community based services includes but is not limited to care management, adult day services, assisted living services, chore services, companion services, elderly foster care, home delivered meals, homemaker services, laundry services, mental health counseling, minor home modification services, respite care, transportation and personal emergency response systems.

j. **Critical Needs** - Critical Needs are bathing, dressing, toileting, eating, transferring, meal preparation and medication management.

k. **Direct Service** - A service to a Client other than a Care Management service.

l. **Home and Community Based Services** - means any combination of community based services and home health services as defined in sections 17b-342-1(b)(9) and (21) of the Regulations of the State Agencies which enable elders to live in non-institutional settings. Such services may be provided to elders living in private homes, congregate housing, assisted living demonstration project facilities, housing and urban development facilities, private facilities and homes for the aged and other community living situations as long as the services needed are not considered a regular component of the services of the community living situation

m. **Home Maker Services** - General household management activities provided in the home to assist and/or instruct the Client in managing a household, including light house cleaning, laundry, shopping, meal planning and preparation and limited money management.

n. **Legally Liable Relative** - Spouse or parent of a child under 18 years old.

o. **Person - Centered Approach** - Recognizing the needs, preferences and values of the Applicant that allows for the maximization of CHCPs Client choice.

p. **Personal Care Assistant** - A Personal Care Assistant (PCA) variously known under alternate names such as caregiver, personal care attendant, patient care assistant, personal support worker and home care aide is a paid, employed person who helps persons who are disabled or chronically ill with their activities of daily living (ADLs) whether within the home, outside the home, or both. They assist Clients with personal, physical mobility and therapeutic care needs, usually as per care plans established by a rehabilitation health practitioner, social worker or other health care professional.

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

r. **Re-evaluation** - A Review of the functional and financial status of an applicant or Client for the purpose of establishing functional and financial eligibility and determination of needs for consideration for program participation.

s. **Self-Directed Care** - The ability of the Client to be responsible for the self-direction, coordination and arrangement of his or her plan of care under the fee-for-service delivery option of the program.

t. **Standard Assessment Tool** - A Department form used to conduct an initial assessment and re-evaluation of Applicants and Clients for the purpose of establishing functional eligibility and determination of needs for consideration for program participation.

u. **State-Funded** - CHCPs Clients meeting the criterion of Categories of Service 1, 2 and 4 of types of CHCPs services.

v. **Status Review** - A Review of the functional and cognitive status of a Client enrolled in the program based on a face-to-face interview in order to reevaluate the plan of care and program participation when the individual is not receiving ongoing monitoring by an access agency or services through any program component.

w. **Waiting List** - A record maintained by the Department for the CHCPs that includes the names of the Applicants seeking to be screened for program participation and specifies the date the contact was made. The Department may maintain separate waiting lists, regional or statewide, depending on the program component and type of service.

2. **Types of Services** - The CHCPE, CHCPD and 1915i all offer both medical and social services to Clients including: Care Management; visiting nurse, physical, occupational and/or speech therapy, home health aide, homemaker, laundry services, personal care assistance, companion, chore, home delivered meals, personal emergency response system, adult day health, mental health counseling, transportation, respite care, minor home modification (environmental accessibility adaptations), assistive technology, money management, and assisted living services in approved settings.

3. **CHCPs Categories of Service** - The CHCPs have five categories of service, one of which is assigned to each CHCPs Client. CHCPs Clients can move from one category of service to another based on initial and subsequent assessments, and Clients in all categories may be entitled to the services detailed above in Section A. 2., dependent on evaluated needs of the Client. The categories are defined by functional and financial criteria detailed below. The Department will review a Client's functional and/or financial status as circumstances change and determine whether a change in category of service is appropriate.

   a. Cost Limits on Individual Plans of Care by Category of Service - Plans of care costs shall be within the limits related to the Client's category of service. All state administered costs for home care services shall be counted, including Medicaid and State funds. Older Americans Act Funds (Title III funds) and Social Service Block Grants services funded by Medicare (Title XVIII) are not included in the cost cap. A Client's private third party insurance and/or services the Client pays for that are beyond the Client's required contribution, if applicable, are not included when determining the care plan cost.

      The categories of service and the cost limits on a Client's individual plan of care are detailed below.

   b. Categories of Service: Categories 1-3 are each part of the CHCPE program as detailed under the 1915c waiver, at C.G.S. §17b-342 and detailed in Regulations of Connecticut State Agencies §17b-342-1 through 17b-342-5, inclusive. Program eligibility for CHCPE is contingent upon the CHCPE accepting new applicants in the category for which the Applicant is applying and upon the availability of funds. To qualify for the CHCPE an Applicant shall:

      1) Be a Connecticut resident;

      2) Be age 65 years or older;

3) Meet the program's functional eligibility criteria as specified in the CHCPs' Categories of Service; and

4) Meet the program's income and asset guidelines. An Applicant may financially qualify for either the State-Funded component or the Medicaid component of the CHCPE by meeting the financial eligibility requirements set forth below.

State-Funded Financial Eligibility	Individual	Married Couple
Income	No income limit	No income limit
Assets	$34,776	$46,368

Medicaid Financial Eligibility	Individual	Married Couple One spouse receiving services	Married Couple Two spouse receiving services
Income	$2,130	$ 2,130	$2,130 each
Assets	$1,600	$24,784	$1,600 each

a) Income and asset limits are established annually.
b) A higher amount of assets may be allowed with a spousal assessment.
c) Refer to Department Form[1] W-1530 DSS Assessment of Spousal Assets (Rev. 7/10).

(1) ***Category 1*** service applies to Clients who, in the absence of CHCPE, would be at risk of admission to a nursing facility on a short-term or long-term basis.. Clients must have one or two critical needs and may or may not be financially eligible for Medicaid benefits.

(a) *Category 1* services may be authorized for up to 25% of the weighted average nursing facility cost for Clients.

(2) ***Category 2*** service applies to Clients 65 years of age or older who, in the absence of the CHCPE, would require admission to a nursing facility on a short-term or long-term basis. Clients in *Category 2* have at least three critical needs and do *not* meet the Medicaid income and/or asset criteria.

(a) *Category 2* services may be authorized for up to 50% of the weighted average nursing facility cost for Clients.

(3) ***Category 3*** service applies to Clients 65 years of age or older who, in the absence of the CHCPE, would require admission to a nursing facility on a short-term or long-term basis. Clients must have at least three critical needs and meet the financial eligibility criteria for Medicaid.

[1] The current versions of Department forms are included in this Contract, embedded as hyperlinks. In addition, upon request, the Department shall provide a copy of any form. These forms may be Revised from time to time. The Department will notify the Contractor if a form has been Revised.

(a) *Category 3* Services, in order to ensure cost effectiveness, cannot exceed 100% of the weighted average Medicaid cost of a nursing facility.

(b) *Category 3* Clients - The cost of non-medical or social services shall not exceed 60% of the weighted average Medicaid cost of a nursing facility. Non-medical or social services are Care Management, homemaker, companion, personal emergency response system, home delivered meals, non-medical transportation, adult day health, chore, mental health counseling, and respite care.

(c) The Contractor shall:

i. Prepare annualized care plan costs when a plan of care requires home care services whose monthly cost in State administered public funds temporarily exceeds the *Category 3* service cost limit.

ii. Costs shall be projected over a 12 month period. If the projected annualized cost falls within the Category 3 cost limit, the Department may accept the care plan.

iii. Prior authorization shall be obtained from the Department before implementing a plan of care for which the cost has been annualized.

iv. Annualized costs shall be determined prospectively not retrospectively.

v. The specific service and the length of time the service needs to be increased shall be identified and documented.

vi. The reduction in the annualized service cannot compromise the Applicant's or Client's safety over the expected period of annualization.

vii. The period of annualization cannot exceed 12 months.

viii. A plan of care cost limit exception cannot be made once an annualization has already been approved.

(4) ***Category 4*** service is for Clients of the CHCPD as defined in C.G.S. § 17b-617 who, in the absence of the CHCPD, would require admission to a nursing facility on a short-term or long-term basis. The program requires that the Client have a diagnosis of a degenerative, neurological condition. Clients must have at least three critical needs and do *not* meet the Medicaid income and/or asset criteria.

(a) *Category 4* (CHCPD) Services may be authorized for up to 50% of the weighted average nursing facility cost for Clients.

(b) Category 4 is part of the CHCPD program as detailed at C.G.S. §17b-617. The services detailed in the CHCPE regulations shall be available to the clients of the CHCPD. This contract otherwise shall govern the CHCPD program in accordance with the above referenced statute, unless and until regulations for the CHCPD program are adopted. Program eligibility is limited to 50 Clients as a pilot program and consequently there is a waiting list for the CHCPD. Currently CHCPD is the only one of the CHCPs that warrants a waiting list. In order to qualify for the CHCPD program the Applicant shall:

i. Be a Connecticut resident;

ii. Be ages 18-64 years or younger;

iii. Meet the same financial eligibility criteria as *Category 2* of the CHCPs;

iv. Have a diagnosis of a degenerative, neurological condition; and

v. Require assistance with three or more critical needs.

(5) ***Category 5*** service is for Clients of the federal Medicaid 1915i home and community based services state plan option. Besides the waiver itself and the services provided for under the CHCPE regulations, the details of this contract shall govern the Category 5 clients unless and until regulations are adopted.

(a) These Clients are functionally the same as *Category 1* Clients except they are active Medicaid recipients and have monthly income up to 150% of the Federal Poverty Level (FPL).

(b) *Category 5* services do not have a specific cost limit, though some services have specific limits such as a limit on the number of hours per week for PCA and Homemaker Services. The service limits will be provided by the Department to the Contractor.

(6) ***All Categories***: - For all categories 1-5, the Contractor shall develop, monitor, and be responsible for the Client's individual plan of care adhering to the Department's plan of care cost limits and shall be required to do the following:

(a) Complete the CHCPs W1510 (Part II) Care Plan Cost Worksheet, (Rev 1/13) to determine the monthly or annual cost of services identified in the plan of care and ensure plan of care costs are at or below the allowed amount.

(b) If an Applicant's or Client's plan of care cost exceeds the cost limits, the Client and/or family shall be given the option of paying the difference between the limit and the care plan cost.

(c) If the Contractor does not have information on the actual cost of services on the plan of care being paid for by other state administered programs, the Contractor shall estimate the cost based upon payments made for similar services.

(d) If the rate(s) for a home care service covered by the CHCPs is modified, the Contractor shall update the plan of care to reflect those changes at the next scheduled monthly monitoring activity or at the six month visit

(whichever occurs first) following receipt of the new and/or modified rate(s). The Contractor and other providers will be liable for costs in excess of the cost limit following that transition period unless the plan of care is under appeal or the Department grants an administrative exception.

(e) The costs of any Client's services that were implemented prior to July 1, 1992 that now exceed the current cost limits shall be retained at the same rate listed in the Client's current plan of care.

4. **Funding and Waiting List** - The State-Funded CHCPE and CHCPD portions of the program are subject to availability of funds. The portion of the program funded under the federal Medicaid 1915i state plan option is subject to continued approval of the waiver, and to any limits on expenditures or the number of persons who can be served under the waiver application.

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

      1) Comply with the Department's requirements and procedures for Client waiting lists.

      2) Work collaboratively with the Department in the administration of the Client waiting list.

5. **Exploration of Resources-Department as Payer of Last Resort** - The Contractor shall be responsible for ensuring that there is no other existing resource available to pay for a service in a CHCPs' Client's plan of care. The Department is always the payer of last resort for all services listed on the plan of care. The Contractor shall conduct a thorough exploration of all available services and funding sources. Potential alternative resources include, but are not limited to, Medicare, other third party payers, nonprofit organizations and foundations. The Contractor shall ensure that the Department is always the payer of last resort by:

   a. Exploring and utilizing all alternative sources of community support that are available through local and statewide organizations, and the Client's family and neighborhood.

   b. Informing and referring Clients to all appropriate and available sources of assistance including Medicare and other third party payers.

   c. Providing Client assistance with accessing alternative resources by obtaining and completing applications.

   d. Approaching local and State government agencies for available services and funding only after the Contractor has accessed all available alternative sources of support.

   e. Providing the Department with information on alternative supports explored and utilized that resulted in the Department being the payer of last resort.

6. **Self-Directed Care** - Self-Directed Care is designed to enable the CHCPs Clients, who have been a Client for at least six months or have extenuating circumstances, to assume responsibility managing and coordination their homecare services directly with providers. The Self-Directed Care program option allows Clients to receive home care services without the ongoing intervention of a Care Manager from the Contractor. The Contractor shall:

a. Identify Clients appropriate for Self-Directed Care and refer them to the Department. Clients are considered to be appropriate when all of the following conditions are met:

1) Their functional and cognitive status has been determined to be stable including when there are chronic health problems but the conditions are stable and do not require involvement by the Care Manager.

2) The Client/Client's representative is able to assume responsibility for coordinating and monitoring services.

3) The Client /Client's representative is amicable to choosing the Self-Directed Care option.

4) The plan of care is not requiring changes in the service plan.

b. Provide the Client/Client's representative with a W-203, Notification of Self-Directed Care to Client (Rev. 4/10) form.

c. In the case of extenuating circumstances, the Manager of the Department's Alternate Care Unit may grant administrative exceptions to the six month requirement.

d. Adhere to the Department's procedures for referring Clients to Self-Directed Care as described in CHCPs Procedures, Self-Directed Care - How It Works.

7. **Direct Service Providers** - The Contractor is responsible for forming working relationships with service providers that provide direct services to Clients. The Contractor is responsible for monitoring the quality of services provided to Clients and that services are provided as stipulated in the Client's plan of care. The Contractor shall:

a. Authorize services to be provided by providers who are enrolled with the Department as CHCPs Providers.

b. Ensure that all providers performing services to Clients are approved Medicaid providers.

8. **Client Contribution** - CHCPE and CHCPD Clients (Categories 1-4) are required to contribute to the cost of their program services when the Client's income exceeds an amount established by the Department. This is referred to as an "applied income." Clients are required to contribute when the following conditions are met:

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

b. State-Funded Clients - The contribution of Clients whose services are State-Funded is established by the Department based on the Client's income and medical expenses. The basis for the methodology is set forth in the CHCPE statute and program regulations and allows the Client to protect income up to 200% of the federal poverty level. Care Managers are to complete the Department's CHCPs W-1523 Applied Income Worksheet, (Rev. 12/12) and provide it to the Department for Review and determination of the final applied income amount. State-Funded programs are subject to available appropriations.

The Contractor is responsible for explaining the Client cost contribution requirements or cost sharing requirements to Clients and completing and submitting the financial information and a CHCPs Applied Income Worksheet, to the Department. When the Department determines that an applied income is required, the Contractor is responsible for explaining the amount of the applied income to the Client /Client's legal representative, obtaining a signed and dated W-1514 Client Applied Income Contribution Agreement (Rev.10/9) or W1514SF Cost Sharing Agreement (Rev. 7/11) and forwarding a copy to the Fiscal Intermediary that is responsible for collecting the applied income and/or cost share. The applied income and cost share contributions will be collected by the Department's Fiscal Intermediary. It is the responsibility of the Contractor to provide signed copies of both applied income and cost sharing agreements to the Department's Fiscal Intermediary in a timely manner. The Contractor shall:

1) Educate the Client /Client's legal representative about the CHCPs Client applied income and/or cost sharing requirements.

2) Complete a CHCPs Applied Income Worksheet and submit to the Department when an applied income appears applicable.

3) Complete a CHCPs Client Applied Income Contribution Agreement when applicable for Clients whose services are State-Funded and submit to the Department.

4) Ensure that the Client/Client's legal representative understand the amount the Client is required to contribute before the Client makes a decision to accept services.

5) Document the Client's/Client's legal representative's agreement to the contribution, prior to the receipt of services, by obtaining a signed DSS' CHCPs Client Applied Income Contribution Agreement or Cost Sharing Agreement.

6) Forward copies of the Client Applied Income Contribution Agreement or Cost Sharing Agreement to the Fiscal Intermediary responsible for collecting the applied income and cost sharing contributions. Maintain copies of the Client's signed statement and written notices.

7) Complete and submit to the Department, on an annual basis, an Applied Income Worksheet for Clients whose services are State-Funded, and the Cost Sharing Agreement for State-Funded Clients. The amount of a Client's contribution to the cost of care shall be recalculated every year at the same time that the Client's financial eligibility is re-determined.

8) The Department will re-determine the applied income amount for all Non-State-Funded Clients.

9) Non-Medicaid State-Funded CHCPs Clients are required by statute to contribute to the cost of their total plan of care. This amount may periodically be changed as part of the State's budget process. The cost-share is 7% of the cost of the service plan.

9. **Notice of Liability to Applicant or Recipient of Care (Client), or Legally Liable Relative** - The State of Connecticut has the authority to recover money from a CHCPs Client or a Legally Liable Relative (LLR) for the cost of the State-Funded services received under the CHCPs. The Department is required to provide notice to all Applicants and/or Clients of the State's right to recover. DSS' CHCPs W-997 Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative (Rev. 5/01) form is the method the Department uses to document that the Applicant and/or Client's legal representative has been properly notified

that the State may require a LLR to reimburse the State for the cost of the CHCPs services. The Contractor shall:

a. Educate Clients whose services are State-Funded and/or their legal representatives, that the Client's spouse may be considered a LLR.

b. Educate State-Funded Clients and/or their legal representatives that a LLR may also be required to contribute to the cost of care if the income of the Client's community spouse exceeds the allowed amount.

c. Obtain and submit to the Department a signed CHCPs' Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form prior to the Client's acceptance of services.

d. Inform the Applicant or Client, and/orClient's legal representative whether the Department has determined that the Applicant's or Client's spouse is considered to be a LLR.

10. CHCPE/CHCPD/1915i Target Population

a. The target populations are Clients who meet a CHCPs eligibility criteria.

b. Are currently institutionalized or at risk of institutionalization (in danger of hospitalization or nursing facility placement due to medical, functional or cognitive status);

c. In need of one or more community based services offered by the programs; and

d. Would be able to remain at home with services.

11. Public Access to the CHCPs

a. An Applicant/Applicant's representative can apply for CHCPs directly by contacting the Department. They may call the CHCPs' toll free number (1-800-445-5394) or send a completed W-1487, Home Care Request Form, (Rev. 1/13), to:

Alternate Care Unit

Department of Social Services

25 Sigourney Street, 11th Floor

Hartford, CT 06106

b. Applicants are most often referred to the CHCPs by hospital or nursing facility social workers or discharge planners, home health care agencies, advocates and other professionals from a variety of community organizations. Additionally, CHCPs Clients and/or their representatives regularly refer Applicants to the CHCPs.

c. A web based application process for the CHCPE, CHCPD and 1915i programs is available.

12. Application Process - An Applicant/Applicant's representative(s) is responsible for providing the Department with all necessary information for determining eligibility and category of service. The application process for participation in the CHCPs includes the following:

a. A preliminary health and financial eligibility screen conducted by the Department to determine whether the Applicant is likely to be eligible for CHCPs;

b. Applicants determined by the Department as "likely to be eligible" are referred to the Contractor for an initial comprehensive assessment of the Applicant's economic status, health status and home care needs; and

c. Final determination of the Applicant's financial eligibility.

SECTION TWO - SCOPE OF WORK

C. CONTRACTOR RESPONSIBILITIES

1. **Contractor Service Regions, Transition and Operations** - The Contractor shall provide quality Care Management services within a specified ACU Region to Clients through the administration of the CHCPs. The Contractor shall:

   a. Assist Applicants residing within the Region III-Eastern, Region IV-North Central and Region V-Northwestern, excluding City of Waterbury, of the State of Connecticut to receive home and community based services by conducting Initial Assessments of eligible Applicants referred to the Contractor by the Department, Client Reassessments, Client Reevaluations, Client Status Reviews, Reassessments for Self-Directed Care for Private Assisted Living Program Applicants as appropriate.

   Towns/cities of each Region are listed below:

   Region III, Eastern - Towns and cities are Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, Eastford, East Lyme, Franklin, Griswold, Groton, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Mansfield, Montville, New London, North Stonington, Norwich, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Willington, Windham, Woodstock, Danielson, Jewett City, Mystic and Willimantic.

   Region IV, North Central - Towns and cities are Andover, Avon, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Britain, Newington, Plainville, Plymouth, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor, Windsor Locks, Broad Brook, Terryville and Stafford Springs.

   Region V, Northwest - Towns and cities are Barkhamsted, Beacon Falls, Bethel, Bethlehem, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, Newtown, Norfolk, North Canaan, Oxford, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Watertown, Winchester, Wolcott, East Hartland, New Preston, Riverton, Winsted and Woodbury.

   The Contractor shall not provide the CHCPs to Region V, Northwest, City of Waterbury under this Contract. Such Clients served by the Contractor under previous Contract with the Department shall be transferred to another Agency as approved by the Department in accordance with the protocol as listed herein.

   b. Protocols for the Transfer of Existing Clients in Region V, Northwest, City of Waterbury.

   The transfer of Clients served by the Contractor under any predecessor Contract with the Department shall be conducted in accordance with a method and timetable approved by the Department following consultation with the Contractor. The Department shall approve

the date and methodology of transfer. All costs to the Contractor for transfers will be included in the per diem rate for Care Management.

1) The Contractor shall prepare Transition Files in PDF format and a file for each Client will be created stating the Client's legal name and Eligibility Management System (EMS) number for identification. Within the file for each Client will include the following:

   a) Face Sheet

   b) Clinical Summary

   c) Reassessment Grid and Documentation Note if most current Reassessment

   d) Assessment tool or most recent Reassessment tool

   e) DSS, Care Plan Cost Worksheet

   f) DSS Total Plan of Care (TPOC) for most recent month

   g) Final Monthly Monitoring Transitional Note

   h) The following (signed documents) will be scanned from Client's paper record:

      (1) DSS Consent form

      (2) Most recent W-1F

      (3) Most recent signed TPOC

      (4) Most recent signed Applied Income form

      (5) Most recent signed Cost Share Program form

2) The following requirements for a seamless transition will be completed no later than the Contract Start Date of July 1, 2013:

   a) The Contractor will prepare a list in Excel format of all Waterbury Clients who will be due for reassessment in August or January.

   b) The list will be provided to both the Department and CHCPs City of Waterbury Contractor.

   c) The Contractor will notify all of the Clients impacted in their July monthly monitoring contact that they will be served by a new provider effective August 1, 2013.

   d) The Contractor will provide contact information for CHCPs City of Waterbury Contractor to the Clients at the time of that call.

3) The following requirements for a seamless transition will be completed no later than July 15, 2013:

a) The Contractor will provide to CHCPs City of Waterbury Contractor documentation as specified above to include the assessment, the 6-month (reassessment) monitoring note that includes details of a face-to-face (home) visit with narrative notes and is more comprehensive than monthly notes and corresponds to an updated, signed plan of care that is acceptable, W-1F if applicable and copies of all of the program consent forms.

(1) A "transitional" monthly monitoring note will be a summary of any changes in health, function, cognition, psychosocial, financial or environmental situation as well as any change in services or plan that occurred SINCE the 6-month visit as detailed above. This would in essence be a "transfer note" and would clearly identify any outstanding issues.

(2) The total plan of care to be provided shall include both the signed copy, signed during most recent home visit, during the 6-month contact, and the most recent printed plan of care that includes any recent updates.

(3) The format will be mutually agreed upon by both The Contractor and CHCPs City of Waterbury Contractor.

4) The following requirements for a seamless transition will be completed <u>on or before August 1, 2013</u>:

a) The Contractor will prepare a list in Excel format of all Waterbury Clients who will be due for reassessment in all remaining months.

b) The list will be provided to both the Department and CHCPs City of Waterbury Contractor.

c) The Contractor will notify all of the Clients impacted in their August monthly monitoring contact that they will be served by a new provider effective <u>September 1, 2013</u>.

d) The Contractor will provide contact information for CHCPs City of Waterbury Contractor to the Clients at the time of that call.

5) The following requirements for a seamless transition will be completed <u>on or before August 15, 2013</u>:

a) The Contractor will provide to CHCPs City of Waterbury Contractor, the last years' worth of documentation to include the assessment, the 6-month (reassessment) monitoring note that includes details of a face-to-face (home) visit with narrative notes and is more comprehensive than monthly notes and corresponds to an updated, signed plan of care that is acceptable, W1F if applicable and copies of all of the program consent forms.

(1) A "transitional" monthly monitoring note will be a summary of any changes in health, function, cognition, psychosocial, financial or environmental situation as

well as any change in services or plan that occurred SINCE the 6-month visit as detailed above. This would in essence be a "transfer note" and would clearly identify any outstanding issues.

(2) The total plan of care to be provided shall include both the signed copy, signed during most recent home visit, during the 6-month contact, and the most recent printed plan of care that includes any recent updates.

(3) The format will be mutually agreed upon by both the Contractor and City of Waterbury CHCPs Contractor.

c. Facilities and Operating Hours - The Contractor shall:

1) Maintain an administrative Office at 43 Enterprise Drive Bristol, CT 06010-7472

2) Operation Facility Locations include:

North Central CCCI
100 Great Meadow Road
Wethersfield, CT 06109

Northwest CCCI
76 Westbury Park Road
Watertown, CT 06705

Eastern CCCI
108 New Park Avenue
Franklin, CT 06254

3) While the Department will not require that Access Agencies have offices staffed seven days a week, the Contractor shall be required to have the capability to accommodate service needs on a seven day a week basis.

4) Maintain one operation facility in each service location that shall be open five days a week, Monday-Friday, from 8:00 am to 4:30 pm.

5) In addition to Part II, Section, C. Contractor Obligations Compliance with Law and Policy, Facilities Standards and Licensing and E. Statutory and Regulatory Compliance, the Contractor shall maintain facilities to meet all applicable inspection requirements, including certification of appropriate inspection for health, fire and safety. Facilities shall meet accessibility standards as defined in the Americans with Disabilities Act.

6) Locate offices serving Clients that are accessible to the public and during hours that make them available to the Client and community.

7) Establish, implement and maintain policies and procedures, Reviewed and approved by the Department, to manage CHCPs Client emergencies that occur after hours and on weekends.

8) Establish a communication system adequate to receive requests and referrals for service, including the capacity to respond to Clients and health professionals in emergencies on a 24-hour basis, approved by the Department.

9) Provide a Care Manager on call who can respond to Client emergencies 24 hours a day on weekends and holidays.

2. **Authorization of Services** – Before providing the CHCPs, the Contractor must receive Authorization of Services from the Department. The Department shall reimburse the Contractor for only those assessments that have been conducted of Applicants who were referred to the Contractor by the Department and for whom the Contractor has obtained a signed consent form authorizing the assessment. The Contractor may not bill the Department and the Department will not reimburse the Contractor for Applicant contacts that were made to explain the program but did not result in the Applicant consent to conduct an assessment.

   a. The Department shall reimburse the Contractor at the same assessment rate when:

      1) The Applicant consents to an assessment.

      2) A face-to-face interview is conducted.

      3) The Applicant is determined to be ineligible or inappropriate for community placement.

   b. The Department shall reimburse the Contractor for a status Review conducted on a hospitalized Client or a Client admitted to a nursing facility for a short-term placement. The status Review rate shall be 33% of the Contractor's assessment rate.

   c. The Department shall reimburse the Contractor for annual reassessments of only self-directed or private assisted living Clients when requested to do so by the Department. The reassessment rate shall be 75% of the Contractor's assessment rate.

   d. Community Based services - The Department shall authorize all initial delivery of Community-Based services prior to the delivery of the service. This includes Care Management services provided to Medicaid and State-Funded Clients as well as home health services provided to State-Funded Clients. The services shall be specified in the Client's plan of care to receive Department authorization.

   e. The Contractor shall maintain documentation of the authorization for Community-Based services in the Client records. The Contractor shall use the CHCPs W-211 Provider Service Authorization (Rev. 11/12) form to authorize services provided by home and community based direct service providers. The Contractor is responsible for forwarding a copy of the signed form to the home and community based direct service provider. This process may be completed electronically in lieu of a paper process.

   f. The CHCPs Provider Service Authorization shall be consistent with the approved costs and services in the plan of care for the Client.

   g. Direct service providers shall not change the plan of care without approval from the Contractor. Changes and approvals shall be recorded in the case record and conform to all program requirements.

   h. The Department requires prior authorization for a status Review for any Client served under the Self-Directed portion of the CHCPs. The Contractor shall receive authorization from the Department prior to reinstating Care Management.

3. **Processes for Contractor Eligibility and Client Eligibility**

   a. Designation and Role of an "Access Agency" and Medical Assistance Program Provider Enrollment - The Contractor has been designated by the Department as an Access Agency as defined herein and must be enrolled with the Department as a Medical Assistance

Program Provider. Such enrollment throughout the entire Contract period is required for the Contractor to be reimbursed for services.

b. CHCPs Applicants and Clients with Special Needs - The CHCPs may have Applicants applying and/or Clients with special needs including but not limited to some whose primary language is not English and some who are hearing and/or visually impaired. The Contractor shall employ staff or implement and facilitate an effective strategy that will provide the Department with confirmation that the Contractor has the ability to serve CHCPs Applicants and Clients with special needs.

c. Applicant and Client Assessments and Reassessments

1) The Initial Assessment is a process by which a CHCPE, CHCPD or 1915i Applicant is evaluated for functional and financial eligibility. The initial assessment involves a comprehensive evaluation of an Applicant's medical, psychosocial and economic status, degree of functional impairment, risks, unmet needs, related service needs and identification of the appropriate category of service. The initial assessment process also includes conducting all administrative requirements associated with the application process, assisting the Applicant with the completion and submission of Title 19 Application, if applicable. The CHCPE, CHCPD or 1915i Applicant/Applicant's representative is educated about all relevant aspects of the programs and a plan of care is developed and implemented. The Contractor will utilize a person-centered approach when delivering the initial assessment for care plan development recognizing the needs and preferences of the Applicant and allowing for the maximization of choice.

a) The Contractor shall conduct initial assessments adhering to specific requirements:

(1) Require a registered nurse licensed in the State of Connecticut or social worker to conduct the initial assessments.

(2) Contact the CHCPs Applicant/Applicant's representative within one working day of receiving the referral from the Department to schedule a face-to-face interview with the Applicant.

(3) Inform the CHCPs Applicant/Applicant's representative at the time the Applicant contact is made that Clients who require nursing facility care have the right to decide whether or not to live in the community or an institution. (Nursing facility care is defined as in need of assistance with three or more critical needs).

(4) Prior to the initial assessment:

(a) Provide the CHCPs Applicant/Applicant's representative with a copy of W-990 CHCP - Your Rights and Responsibilities (new 3/99).

(b) Provide, ensure and document in the Client record the Applicant/Applicant's representative receives and understands CHCP - Your Rights and Responsibilities and any written policies the Contractor may have regarding Clients and Applicants rights and responsibilities.

(5) Provide the Applicant/Applicant's representative with the Contractor's grievance procedures assuring and documenting that the Applicant/Applicant's representative receives and understands the grievance procedures. (Reference Section Two A. 6. Hearing and Appeals)

(6) Obtain all required Applicant/Applicant's representative dated signatures on Department's forms including the:

(a) W-889 CHCP Informed Consent (Rev. 7/10) form, signed by the Applicant or the Applicant's representative prior to conducting the initial assessment:

i. The signed consent form authorizes the Care Manager to conduct the assessment, provide services and obtain information regarding the Applicant from other providers and agencies.

ii. The signed consent form is required to authorize the Department to pay the Contractor for the assessment.

iii. An Applicant's refusal to sign a CHCP Informed Consent form requires written confirmation forwarded to the Department, preferably from the Applicant. If a written confirmation cannot be obtained, the Care Manager is to send notification to the Department utilizing DSS' CHCPs W-1547 Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS (Rev. 2/08).

(b) CHCPs Uniform Client Care Plan.

(c) CHCPs Client Applied Income Contribution Agreement if applicable.

(d) CHCPs W-1514SFA Applied Income Cost Sharing Contribution for State-Funded Clients (Rev. 7/11) or Cost Sharing Agreement.

(e) CHCPs Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative, W-850 Legally Liable Relative Form for Spouses of Clients Receiving Medicaid Long Term Care Services, Medicaid Home and Community-Based Waiver Services, or the State-Funded Connecticut Home Care Program for Elders (Rev. 5/01) used by the Department to determine the cost liability (if any) of the Applicant's spouse.

i. The Contractor shall inform the Applicant /Applicant's representative prior to the acceptance of services that the Applicant's spouse may be considered a legally liable relative and may be required to contribute to the cost of care when his or her income exceeds the allowed amount.

ii. The Contractor shall obtain and submit a DSS Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative signed and dated by the Applicant/Applicant's representative.

iii. The Contractor shall inform the Applicant of the determination.

(f) CHCPs W-1F Special Eligibility Determination Document (Rev. 2/2012) is used by the Department to determine CHCPs Applicant's financial eligibility for program participation and Medicaid eligibility.

(7) Verify and document the cognitive and functional status and category of service determination by utilizing and completing all sections of the Department's CHCPs W-1507a Modified Community Care Assessment (Rev. 3/00) tool, or another assessment tool as directed by the Department and CHCPs W-1527 Assessment/Revaluation/Status Review Outcome Form (Rev. 12/12).

(8) Complete the CHCPs Modified Community Care Assessment tool during a face-to-face interview conducted in the CHCPs Applicant's home, or at the

hospital or nursing facility if the Applicant is institutionalized. If the Applicant is institutionalized, the initial assessment shall:

(a) Confirm the Applicant's discharge date.

(b) Inform appropriate hospital staff of the development of a plan of care.

(c) Provide all reasonable and necessary measures to implement the plan of care at the time of discharge.

(d) Include a follow-up home visit to the applicant within five working days of discharge.

(e) Document the required activities listed above in the Client record.

(9) Identify the Applicant's service needs.

(10) Request a change of category of service when appropriate adhering to the CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work Required for Changes in Category Levels.

(11) Develop an individual plan of care adhering to the Department's requirements for plans of care.

(12) Provide the Applicant with a copy of the signed and completed plan of care.

(13) Discuss with the Applicant/Applicant's representative, the possible risks associated with the provision of community based services and establish that a cost-effective plan of care can be offered. The Care Manager is responsible for ensuring that the Applicant is making an informed choice regarding the possible risks.

(14) Assist the Applicant in selecting the most appropriate services to meet his/her needs.

(15) Provide assistance with the completion of DSS' CHCPs Special Eligibility Determination Document, if needed.

(16) Educate the CHCPs Applicant /Applicant's representative that the CHCPs will complement, but not replace services being provided by other funding sources or the CHCPs Applicant's family or friends.

(17) Complete the assessment process within seven working days of receiving the referral.

(18) Request additional time from the Department when more than seven working days are needed to complete the assessment process, including the development of the plan of care, by submitting to the Department in advance:

(19) A completed CHCPs W-950 Notification of Delay of Assessment (Rev. 7/06) form.

(a) An advanced notification and request for an extension on a newly completed CHCPs Notification of Delay of Assessment when the delay will extend past the anticipated date noted on the pRevious CHCPs Notification of Delay of Assessment form.

(b) A CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS with a recommendation for action consistent with existing

Department policies and procedures when an extension of a delay is not appropriate.

(c) Provide any additional information the Department requires to act on the delay request.

(20) Arrange to have actual service delivery ready to begin when the CHCPs applicant has been determined to be eligible for CHCPs participation and has accepted community based services.

(21) Provide advanced notice to the Department when services cannot start within seven days of the Contractor's submission of the assessment outcome and plan of care using the CHCPs Notification of Delay of Assessment. The Contractor shall:

(a) Submit a completed CHCPs Notification of Delay of Assessment.

(b) Notify the Department within 30 days that a resolution has been achieved.

(c) Report the Client's current status on a CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS signed and dated by the Care Manager.

(22) Upon completion of the initial assessment, forward to the Department the following completed documentations:

(a) CHCPs Assessment/Revaluation/Status Review Outcome Form.

(b) CHCPs Uniform Client Care Plan.

(c) CHCPs Care Plan Cost Worksheet,

(d) CHCPs Applied Income Worksheet,

(e) CHCPs Client Applied Income Contribution Agreement, if applicable.

(f) CHCPs Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative.

(g) CHCPs W-143 Checklist to Authorize Care Management (Rev. 8/03).

(h) A request for a change in service category when the category of service determined at assessment differs from the category of service on the W-616 CHCP Referral Form (Rev. 11/12).

(i) CHCPs Applied Income Cost Sharing Contribution for State-Funded Clients or CHCPs Cost Sharing Agreement and a copy to the Department's Fiscal Intermediary Contractor for the CHCPs, Allied Community Resources, that will be collecting the cost payments from Clients.

(j) Submit the above required documents utilizing a web based Client system.

(k) Obtain and provide any information the Department requires to process the Applicant's application to the CHCPs.

(l) Obtain the Department's authorization for all home care services prior to the delivery of services.

2) Client Reassessment - The Client reassessment is very similar to the initial assessment except that it involves a comprehensive reexamination of a Client's medical, psychosocial, and economic status, degree of functional impairment, related service

needs, and category of service. The reassessment identifies whether or not circumstances have changed that affect the Client's program eligibility or service needs. The reassessment also serves to identify changes in the availability of services that would affect the Client's plan of care or program participation status. Revision to the plan of care is made when appropriate and the plan of care resulting from the reassessment is implemented. The reassessment is a person-centered approach to care plan development recognizing the needs and preferences of the Client and allowing for the maximization of the Client's choice.

a) The Contractor shall conduct reassessments adhering to specific requirements:

(1) Require a registered nurse licensed in the State of Connecticut or social worker to conduct the reassessments.

(2) Conduct reassessments annually during the anniversary month of the completion of the initial assessment.

(3) Verify and document the cognitive and functional status and category of service determination by utilizing the Department's CHCPs Modified Community Care Assessment tool or another assessment tool as directed by the Department and the CHCPs Assessment/Revaluation/Status Review Outcome Form.

(4) Request a change of category of service, when appropriate, adhering to the CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work Required for Changes in Category Levels. Upon Department approval of the category change, the Contractor's Care Manager shall:

(a) Ensure that the Client has a plan of care reflecting any changes in services.

(b) Adhere to the CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work Required for Changes in Category Levels.

(5) Provide a face-to-face interview conducted in the Client's home, hospital or nursing facility if the Client is institutionalized at the time of the reassessment.

(6) If the Client is institutionalized, begin the reassessment process no later than the same month of the Client's initial assessment date. The Contractor shall:

(a) Confirm the Client's discharge date.

(b) Inform appropriate hospital or nursing facility staff of the development of a plan of care.

(c) Take all reasonable and necessary measures to implement the plan of care at the time of discharge.

(d) Conduct a follow-up home visit to the Client within seven working days of discharge.

(7) If the Client is out of state, begin the reassessment process no later than the same month of the Client's initial assessment date. The reassessment shall include written documentation confirming that the reassessment process began with either written or verbal communication that includes:

(a) Confirmation the Client is maintaining his/her status as a Connecticut resident.

(b) Confirmation that the Client is maintaining his/her Medicaid active status, if appropriate.

(c) Notation of reported significant changes in the Client's health, functional or financial status.

(d) Anticipated date of Client's return to Connecticut.

(e) Reasonable and necessary measures to restart services upon the Client's return to Connecticut.

(f) A completed reassessment process including a home visit within seven days of the Client's return to Connecticut.

(8) Assist the Client/Client's representative with the completion of all required forms.

(9) Assist the Client/ Client's representative to the greatest extent possible with the completion and submittal of the Department's Special Eligibility Determination Document to promote the Client's timely re-determination of financial eligibility. **If failure to assist the Client with the redetermination results in a gap of eligibility; the Department will not reimburse Care Management services during that coverage gap, to the extent that the Department has provided redetermination information timely and accurately, and the delay is not due to events beyond the Contractor's control.**

(10) Identify all service needs.

(11) Develop and implement an updated Client plan of care. The Department's Plan of Care Forms are to be used that reflect all requirements as determined by the Department. The Client's and Contractor's Care Manager's dated signature shall be on the current plan of care and a copy given to the Client.

(12) Establish whether the Client can be offered a cost-effective plan of care and that the Client is informed of any risks associated with the plan of care.

(13) Re-educate the Client about the full range of services and provider agencies available under the CHCPs, their rights and responsibilities under the CHCPs, and any fees or other required contributions toward the cost of care.

(14) Obtain all required Client/Client representative dated signature(s) on all appropriate Department forms including on the updated plan of care.

(15) Update the amount that the Client shall contribute to the cost of care by completing the Department's CHCPs Applied Income Worksheet form according to the Department's guidelines and obtain the Client's signature on a Client Applied Income Contribution Agreement if the applied income amount has changed due to the Client's program status change.

(16) Provide sufficient documentation to the Department that the Client continues to meet all eligibility criteria.

(17) Upon completion of the reassessment, forward to the Department a completed:

(a) DSS CHCPs Special Eligibility Determination Document for State-Funded Clients.

(b) Client Applied Income or Cost Share Contribution Agreement if applicable and a copy to the Fiscal Intermediary Contractor for the CHCPs, Allied Community Resources that will be collecting the cost payments from Clients.

(c) A request for a change in service category when appropriate.

(d) CHCPs Checklist to Authorize Care Management

(18) Ensure service delivery in accordance with the updated plan of care.

(19) Obtain and provide any information the Department requires regarding the Client's continued participation.

d. Applicant Reevaluation - Applicant reevaluation means a reexamination of the functional and cognitive status of an Applicant, whose initial assessment had been completed within the last 60 days, but the application process was not completed or the Applicant had not yet received Care Management services. Reevaluations may also be requested when the Department requires an Applicant status update to facilitate a DSS fair hearing. The Department does not reimburse for reevaluations. The reevaluation is a person-centered approach to care plan development.

1) The Contractor shall conduct reevaluations adhering to specific requirements:

a) Utilize a registered nurse licensed in the State of Connecticut or social worker to conduct reevaluations.

b) Include a reexamination of the Applicant's functional and cognitive status.

c) Include a reevaluation of the appropriateness of the plan of care, including an evaluation of the need for a back-up plan, and making any necessary Revisions to the plan of care.

d) Request a change of category of service adhering to the requirements as presented in CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work Required for Changes in Category Levels.

e) Submit to the Department:

(1) A CHCP Assessment/ Revaluation/Status Review Outcome Form for Applicants who will not be participating in the CHCPs program.

(2) All documentation required to be submitted for an initial assessment for Applicants who will be participating in the CHCPs program.

e. Client Status Review

1) The Contractor shall conduct status Reviews that adhere to specific requirements:

a) Utilize a registered nurse licensed in the State of Connecticut or social worker to conduct status Reviews.

b) Conduct status Reviews during an Client's hospital or nursing facility stay according to the following:

(1) No more than one time during a hospital stay.

(2) No more than one time during a nursing facility stay.

(3) Upon obtaining prior authorization from the Department for a second status Review conducted during a Client's hospital or nursing facility stay.

c) Conduct status Reviews when a program Applicant's initial assessment was completed within the time period of 60 days and six months. Prior authorization from the Department is required.

d) Conduct status Reviews when the initial assessment was conducted and a plan of care was developed within the time period of six months to one year, but the Client did not receive Care Management services.

e) Conduct status Reviews when a program Client has not received Care Management services from the Contractor for more than two months. Prior authorization from the Department is required.

f) Include an evaluation of the appropriateness of the plan of care, including an evaluation of the need for a back-up plan, and making any necessary Revisions to the plan of care.

g) Request a change of category of service adhering to the requirements as presented in CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work for Changes in Category Levels.

h) Include confirmation that the Client does not present an unacceptable risk to themselves or others.

i) Submit to the Department:

(1) A CHCP Assessment/ Revaluation/Status Review Outcome Form for Clients who will not be participating in the program.

(2) All documentation required to be submitted for an initial assessment and the following:

(a) Updated DSS' CHCPs Special Eligibility Determination Document for State-Funded Clients.

(b) Updated CHCPs Client Applied Income Contribution Agreement if applicable; and CHCPs Applied Income Cost Sharing Contribution for State-Funded Clients or CHCPs Cost Sharing Agreement and submit a copy to the Department's Fiscal Intermediary, Contractor for the CHCPs, Allied Community Resources, that will be collecting the cost payments from Clients.

(c) A request for a change in service category when appropriate.

f. Self-Directed Care or Private Assisted Living Program CHCPs Assessments and Reassessments - Clients who are Self-Directed or receiving services in a private assisted living facility receive an initial assessment from the Contractor which also develops the initial plan of care with the Client. The Self-Directed Client or private assisted living reassessment is very similar to the initial assessment except that it involves a comprehensive reexamination of a Client's medical, psychosocial, and economic status, degree of functional impairment, related service needs, and category of service. The reassessment identifies whether or not circumstances have changed that affect the Client's program eligibility or service needs. The reassessment also serves to identify changes in the availability of the Client's support system that would affect the Client's ability to remain on the Self-Directed Program or Private Assisted Living Program.

g. Cost Liability - The Contractor shall identify changed circumstances that affect eligibility or service needs or changes in the availability of services that would affect the plan of care or program participation status.

1) The Contractor shall be held liable for costs that are incurred due to improper procedures including the following:

a) Improper documentation of the level of care.

b) Inaccurate determination of the cost of the plan of care.

c) Inaccurate notification and acknowledgment of Client rights, responsibilities and choices in relation to the CHCPs.

d) A failure to assist the Client with the redetermination process that results in a gap in eligibility provided the Department has delivered redetermination information timely and accurately, and the delay is not due to events beyond the Contractor's control.

h. Authorization of Services –As referenced in Section Two, A.2. Authorization of Services, the Department must authorize the services to be provided by the Contractor. The Contractor shall:

1) Maintain all Client files with current and updated service authorizations as needed.

2) Ensure that billed services are provided in accordance with all CHCPs requirements. The Department will not pay for services that do not meet CHCPs requirements.

3) Maintain a file of the CHCPs Provider Service Authorizations by service providers.

4) Maintain a process for an electronic system of providing service authorizations to all service providers. Utilize the Department Medicaid Management Information System (MMIS) Contractors' portal to communicate service authorizations to the provider.

5) Maintain entry of authorized services into the MMIS portal so that direct service providers may bill the MMIS for services authorized by the Care Manager.

6) Care Manager or designee will enter the care plan into the MMIS portal as follows:

a) Dates of Service (authorized time span, begin-end dates).

b) Agency-Provider number.

c) Service-Procedure code.

d) Hours-Units.

e) Frequency (for example, once a week).

i. In addition to Part II, Section B.2., Safeguarding Client Information, Confidentiality and Safeguarding of Client Information, Section C.19., Protection of Personal Information, and Section E.1. Statutory and Regulatory Compliance, Health Insurance Portability and Accountability Act of 1996 the Contractor shall be responsible for protecting CHCPs Client confidentiality and implementing Client information safeguards. The Contractor shall:

1) Maintain the confidentiality of all Client case records.

2) Implement a confidentiality policy.

3) Provide the Department, its designees and/or the federal government access to Client case records.

4) Require written consent by the Client or legal representative to release medical information to other providers.

5) Develop a standard release form.

6) Obtain the Department's written approval in advance for all other CHCPs case records releases.

7) Conduct all other release activity in accordance with written policy on the protection and release of information as specified in the Federal and State Regulations (e.g. Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended).

8) Make aware to the Department of subpoenas and any court orders for Client records. It is up to the Contractor to handle any necessary proceedings relating to a subpoena.

j. Customer Service, Training and Education Requirements - The Contractor shall provide training and education activities with Clients and the public at large.

4. **Quality Assurance Program** - The Contractor shall implement a Quality Assurance Program for monitoring adherence to CHCPE, CHCPD and 1915i policies and procedures including the provision of quality Care Management services.

a. The Quality Assurance Program shall be Reviewed and approved by the Department prior to implementation.

b. The Quality Assurance Program shall, at a minimum, include a Review of Client records (without Client identifiers) by professionals not employed by the Contractor, supervisory record Reviews and reporting quarterly to the Department, the development and implementation of Client satisfaction surveys and cooperation with the Department's Client record and administrative Reviews.

c. The Contractor shall utilize the system of Critical Incident Reporting to the Department utilizing the W-1537 CHCPE Critical Incident Report (new 8/10) form.

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

1) Submit to the Department for approval a quality assurance procedure to Review the Contractor's CHCPs Client records that includes:

a) An explanation of the sampling methodology.

b) A description of the factors used to determine the appropriate management of a Client.

c) A process to identify and utilize Reviewers who are not professionals employed by the Contractor.

d) A Review for adherence to CHCPs requirements for Client records.

e) A Review of the appropriateness of the care plan for Clients whose care plan cost is less than 20% greater than 80% of their category cost cap.

f) A description of the Review process.

g) A requirement that the Contractor will:

(1) Review a sample of cases quarterly.

(2) Conduct an annual Review of a minimum of 1% of active CHCPs Client records.

(3) Commit to take effective and appropriate corrective action.

(4) Submit an annual report to the Department including the names, titles, and employers of the Reviewers, the results of the Review and any corrective action(s) taken.

e. Implement the Contractor's approved procedure for internal Client record Reviews.

f. Monitoring of CHCPs Client Satisfaction - The Contractor shall be responsible for the monitoring of Client satisfaction among CHCPs Clients and implementing appropriate and timely corrective action when indicated. The Contractor will assure the quality of services provided, and assure that the Client feels empowered to choose from a full range of services that meet their needs and preferences. The Contractor will assure that the Client feels respected in the care planning process, embracing person-centered approach to care plan development. The Contractor will encourage Client comfort to freely report concerns of retaliation from a provider. The Contractor shall:

1) Develop and implement a strategy for measuring Client satisfaction with CHCPs services. The strategy for measuring Client satisfaction shall include the use of Client surveys that are conducted for new Clients within 60 days of admission to the CHCPs and randomly thereafter.

2) Conduct random Client satisfaction surveys at least annually.

3) Conduct the random Client satisfaction process through a randomly selected sample size that shall be at least 15% of the total Client population which results in an average reported sampling size of no less than 10% of the total Client population per year/per region.

4) Use both telephone and print surveys to gather information.

5) Address all CHCPs services, availability of providers and service delivery, intake procedures, and on-going Contractor contact.

6) Conduct the survey with a Client representative when the Client is unavailable or unable to participate.

7) Commit to the Department that appropriate and effective corrective action will be taken based on survey results.

8) Report the Contractor's processes to measure Client satisfaction to the Department annually. The report shall:

a) Provide the specifics of the administration of the survey(s) including:

(1) Number and percentage of the Client population who were sent surveys or contacted for survey participation.

(2) Date(s) survey(s) sent or conducted.

(3) Methodology used to select survey Clients.

(4) A copy of the survey instrument.

b) Provide the results of the survey including:

(1) Number of and percent of surveys completed.

(2) Results for each question on the survey instrument.

(3) Description of any corrective action taken as a result of the surveys.

(4) Results that the Contractor is in compliance with Department's requirements for measuring Client satisfaction.

(a) Use Client satisfaction survey tools approved by the Department that include measures that reflect Client experience with care, Client choice, quality of life, self-determination, perception of a person-centered approach to care plan development and coordination of care.

(b) Following the Department's approval, implement the approved procedure for measuring Client satisfaction.

g. Department's Client Record and Administrative Review - The Department reserves the right to conduct Client record and administrative Reviews encompassing an evaluation of the assessment, Care Management, and community based services provided under the program, as well as adherence to CHCPs policies and procedures. The Contractor shall:

1) Cooperate fully with the Department or its designees with the evaluation including providing access to all requested program forms, records, documents, and reports.

2) Ensure timely reporting of required statistical information to the Department as required to satisfy Medicaid waiver commitments.

3) Take corrective action(s) based on the results of Department's' Client record and administrative Reviews within an established timeframe deemed appropriate by the Department.

4) Respond, in writing, to the Department's recommendations resulting from the Client record and administrative Reviews and the corrective action taken by the Contractor.

5) Perform internal supervisory record Reviews utilizing an audit tool approved by the Department.

6) Report results of the audit in a summary format on a quarterly basis.

5. **Optional Contractor Activities** - The Contractor may either be asked by the Department, or may request permission of the Department, to conduct optional activities. Activities requested by the Department may include those required by new or amended federal or state laws or regulations, quality-related projects, or expansion of current activities that the Department identifies following the execution of this Contract. Activities requested by the Contractor may include surveys, outreach, or case management services that, consistent with the purpose of this Contract, would improve the access to and the quality of services the Contractor provides. The following processes shall apply for the duration of this Contract with regard to proposed activities that are not included in this Contract's Scope of Work.

a. If the Department desires the Contractor to do a new activity that is not included within the Scope of Work, it shall inform the Contractor in writing of the desired new activity through a written request for a Change Order.

1) As soon as possible after receipt of a written Change Order request from the Department, but in no event more than five business days thereafter, the Contractor shall advise the Department in writing that either: a) the new activity can be done with no additional cost to the Department; or b) if there is a cost impact, a description of the approximate cost involved in conducting the new activity and also the timeframe within which the activity could reasonably be completed.

2) At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed new activity.

3) Based on its cost estimate and any collaborative planning with the Department, the Contractor will submit a Project Proposal that includes a budget for the new activity and a schedule and timetable of deliverables for the Department's Review and approval.

4) If the activity proposed by the Department can be completed at no additional cost to the Contractor and the Department approves the Contractor's project proposal, the Department will issue a written Change Order that authorizes the new activity.

5) If the activity proposed by the Department has a cost impact but the Department has sufficient funds to cover these additional costs, the Department will issue a written Change Order that, consistent with the Contractor's Project Proposal as amended by mutual agreement of the parties, authorizes the new activity and increases the total amount of funds available in this Contract.

6) If the new activity has significant costs that require authorization from the State of Connecticut's Office of Policy and Management, the Department shall secure such authorization prior to the execution of the Change Order so that additional funds can be allocated to the amended Contract.

b. If the Contractor identifies a special project that can be conducted at no additional cost to the Department and that is consistent with the goals of this Contract, the Contractor shall send the Department a brief description of the purposes, methods, and use of the additional analyses or reports, and the names and qualifications of collaborators in the project (if any).

c. Any written change orders issued by the Department shall specify whether the change is to be made on a certain date or become effective only after approval of the Contractor's proposal as described above, provided that the Contractor shall not be required to perform activities outside the Contract's Scope of Work that require additional funding until such funding is approved. No changes in the Contract's Scope of Work are to be conducted except with the written approval of the Department's Contract Administrator or his/her designee.

1) At the request of either the Contractor or the Department, the Contractor, Department and any other partners in the proposed activity will meet to discuss the proposed special project.

2) If the Department approves the special project, it will provide the Contractor with a written approval for the use of the data for this specific purpose. All efforts will be made to act on a request for a no-cost special project in a timely manner.

6. **Hearings and Appeals** - An Applicant/Client/representative may appeal Department or Contractor decisions. It is the responsibility of the Contractor to ensure that the Applicant / Client / representative is provided with written notification of their appeal rights according to Department policy including but not limited to:

a. A list of Department or Contractor decisions that may be appealed and how these decisions are appealable to:

1) Level of care determination (appealed directly to the Department).

2) Denial of assessment (appealed directly to the Department).

3) Denial of home care upon completion of the assessment and Plan of Care development (initial appeal to the Contractor).

4) Content of the Plan of Care including type and frequency of service(s) and designated provider (initial appeal to the Contractor).

5) Provision of community based services such as dissatisfaction with a provider (initial appeal to the Contractor).

6) Client applied income (initial appeal to the Department).

b. A requirement that appeals be submitted in writing to the Contractor or the Department as applicable.

1) A procedure for determining whether the appeal has merit based on program regulations.
2) A procedure for correcting errors in cases where the appeal is ruled to be justified;
3) A procedure for negotiating disputes.
4) The right of a Client to further appeal CHCPs related decisions through the Department fair hearing process, if the Contractor does not resolve the issue.

c. The Contractor shall document in the Client record:

1) The Contractor's verbal Review of the Client's grievance and appeal rights.

2) The Client's/Client's representative's receipt of written description of the grievance and appeals process.

3) The Client's/Client's representative's acknowledgement of understanding the Client's grievance and appeal rights.

d. The Contractor shall work with the Department regarding Client grievances and appeals:

1) Attend hearings at the request of the Department.

2) Document all grievances filed and their outcomes.

3) Assist the Department in the preparation of summaries for Fair Hearings when an appeal is made to DSS including conducting a Client reevaluation upon Department request.

e. The Contractor shall maintain a grievance/complaint log that outlines the grievance or complaint and the resolution.

(Reference Section Two A. 3. Processes for Contractor Eligibility and Client Eligibility, c. Applicant and Client Assessments and Reassessments 1)a)(5)).

7. **Program Staffing** - The Contractor's Board of Directors shall be responsible for overall policy, fiscal oversight and direction of the Contractor. The Contractor shall provide the Department with a complete listing of governing board members, their addresses and positions upon Contract commencement. The Contractor shall provide an updated list of board members within 30 days from any change of Board membership.

a. Key Positions - The Contractor's President shall be responsible for overall management of the CHCPs. The CHCPs Program Manager responsible for the day-to-day administration of the CHCPs, including overall staff supervision, clinical quality assurance, data collection

and reporting, Client and community relations and office administration. The CHCPs Program Manager will monitor caseload size, supervisory and support requirements, special needs and other matters of program compliance.

1) The Program Manager will be responsible for the implementation and management of the CHCPs, day-to-day oversight, and attendance at all program meetings at the request of the Department. The Program Manager will be expected to respond to the Department's requests for status updates and all required reports.

2) The Contractor will need to employ qualified Care Managers to conduct Care Management services to CHCPs Clients, and Care Manager Supervisors to ensure high quality Care Management services and strict adherence to the Department's policies and procedures. The Contractor is responsible for employing Care Managers sufficient to meet the needs of the Clients and estimated caseloads of the service area. (Reference Section Two A. 8. Contractor Care Management Requirements for Qualifications of Care Managers and Care Manager Supervisors.)

3) The Contractor will employ the following positions to meet the needs of the Clients and estimated caseloads of the service area providing the CHCPs. Other positions shall include any and all positions required to implement the CHCPs.

Job Title	Hours & % Time in Program
Regional Program Manager	Exempt at 98% time in program
Regional Supervisor	Exempt at 99% time in program
Care Management Team Leader	Exempt at 99% time in program
Care Manager	Exempt at 98% time in program
Access Coordinator	37.5 hrs. per week at 98% time in program
Interpreter	37.5 hrs. per week at 98% time in program

b. Personnel/Staffing Responsibilities - The Contractor shall:

1) Maintain organizational charts, personnel and affirmative action policies, job descriptions and qualifications for each staff and consultant position related to the program.

2) Inform the Department in writing of any Revisions to the organizational charts, and personnel and affirmative action policies at the time Revisions occur.

3) Submit to the Department for prior written approval the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other personnel identified by the Department.

4) Refrain from initiating any change(s) that may or will negatively impact the Department or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth by the Department.

5) Meet the needs of the Clients and estimated caseloads of the service area through the maintenance of a sufficient staffing pattern by providing a full time Director and such other administrative staff as may be required by the CHCPs regulations or needed to adequately administer the CHCPs, as well as any other programs the Contractor may operate.

6) Meet the needs of non-English speaking Clients by employing bilingual staff needed to adequately provide CHCPs services to the target populations.

7) Provide supervision for all program staff.

8) Designate a liaison to facilitate a cooperative working relationship with the Department in the performance and administration of this Contract.

c. Orientation, Training and Supervision

1) The Contractor shall be responsible for providing adequate orientation and training to new employees, appropriate and ongoing in-service training programs for existing staff and adequate supervision of staff to ensure adherence to CHCPs policies and procedures.

2) The Contractor shall ensure that Care Managers and other appropriate staff are appropriately trained and supervised. The Contractor shall:

a) Provide or arrange for orientation, initial and ongoing training for Care Managers, Care Management supervisors and other appropriate staff.

(1) Care Managers' and Care Manager Supervisors' orientation and training should, at a minimum, encompass CHCPs policy and procedures including the correct completion and submittal of program forms, use of the assessment tool, person-centered approach to care plan development and negotiated risk.

b) Provide for adequate and appropriate supervision and clinical consultation.

(1) Care Managers with a social service background shall have nursing staff available for consultation during normal business hours.

(2) Care Managers with a nursing background shall have social service staff available for consultation during normal business hours.

c) Employ Care Manager Supervisors to oversee Care Mangers adherence to CHCPs policies, procedures and overall quality of Care Management services.

d) Provide an electronic copy of its Policy and Procedure Manual to aid in the development of a complete, uniform CHCPs Policy and Procedure Manual for all Contractors to utilize.

8. **Contractor Care Management Requirements** - Employees who conduct Care Management activities are referred to as "Care Managers." The Contractor shall employ qualified Care Managers to conduct Care Management services to CHCPs Clients, and employee Care Manager Supervisors to ensure high quality Care Management services and strict adherence to the Department's policies and procedures. The Contractor is responsible for employing Care Managers sufficient to meet the needs of the Clients and estimated caseloads of the service area.

a. Qualifications of Care Managers and Care Manager Supervisors - The Contractor shall employ Care Managers and Care Manager Supervisors that meet or exceed the following requirements:

1) A Care Manager shall be either a registered nurse licensed in the State of Connecticut or a social worker who is a graduate of a four year college or university.

2) A Care Manager shall have a minimum of two years of experience in health care or human services. A bachelor's degree in nursing, health, social work, gerontology or a related field may be substituted for one year of experience.

3) A Care Manager shall have the following additional qualifications:

   a) Demonstrated interviewing skills, which include the professional judgment to probe as necessary to uncover underlying concerns of the applicant.

   b) Demonstrated ability to establish and maintain compassionate and supportive relationships.

   c) Experience conducting social and health assessments.

   d) Knowledge of human behavior, family/caregiver dynamics, human development and disability.

   e) Awareness of community resources and services.

   f) The ability to understand and apply complex service reimbursement issues.

   g) The ability to evaluate, negotiate and plan for the costs of care options.\

   h) Demonstrate skills in person-centered approach to care plan development.

4) A Care Manager Supervisor shall meet all of the qualifications of a Care Manager plus have demonstrated supervisory ability and at least one year of specific experience in conducting assessments, developing care plans and monitoring home and community based services.

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

1) Be the primary contact with the Client and the Client's family unless other arrangements are specified in the plan of care.

2) Cooperate with the Client's legal representatives or other individuals for which consent has been given by the Client/Client's representative.

3) Provide Client advocacy, crisis intervention, and referral services to the Client and the Client's family.

4) Provide program information that explains the options under the programs and answers Client questions.

5) Direct efforts to maximize the potential of the informal support system and encourage better community independent living capability.

6) Conduct initial assessments, reassessments, reevaluations and status Reviews that adhere to the principles of person-centered approach to care plan development and negotiated risk.

7) Assist the Client with the completion and submittal of any required forms including but not limited to the Department's CHCPs Special Eligibility Determination Document.

8) Conduct Care Management activities only after the completion of the initial comprehensive assessment and development of the plan of care.

9) Authorize the start of service delivery for enrolled service providers.

10) Ensure the timely discontinuance of a service(s) when appropriate.

11) Collaborate with and involve all providers that serve a particular Client at all points of the Care Management process.

12) Coordinate the delivery of all services in the plan of care regardless of the provider or source of reimbursement, if any, to avoid duplication and overlapping of services, to monitor service quality and quantity, and to maintain the informal network.

13) Develop working relationships with nursing facilities and/or hospitals to develop policies and procedures in order to access necessary information (such as facility or hospital records) as allowed under federal regulation (e.g. HIPAA).

14) Document Care Management in the plan of care and all CHCPs activities in the Client's record.

15) Provide Care Management only to Clients who are not living in an institutional setting such as a hospital or nursing facility unless they are institutionalized for respite care.

16) Ensure that Community-Based services are not continued during a period of institutionalization unless transition services are subsequently authorized.

17) Ensure Care Management is not provided to people living in an institutional setting unless they are there for respite care.

18) Provide information and service referral or access to appropriate resources on a 24 hour per day basis, including responding to emergencies.

19) Work collaboratively with the Department's Protective Services for the Elderly (PSE) Program to report suspected abuse, neglect, exploitation and/or abandonment of CHCPs Clients.

20) Adhere to all requirements set forth in DSS' CHCPs Guidelines for Coordination Between the Protective Services for the Elderly (PSE) Program, the Connecticut Home Care Program for Elders (CHCPE), the Alternate Care Unit (ACU), the Contracted Access Agencies (AAs), and the Contracted Assisted Living Service Agencies (ALSAs) (6/30/04).

c. Clinical Client Record - The Contractor shall maintain a written or electronic Clinical Client Record for each care managed Client adhering to the following requirements:

1) All Care Management activities shall be documented in the Clinical Client Record. The Clinical Client Record shall include the following documents completed with all requested information:

a) DSS' CHCPs W-968 Record Face Sheet (new 4/96).

b) Initial Modified Community Care Assessment tool or another assessment tool as directed by the Department and a copy of the associated CHCP Assessment/ Revaluation/Status Review Outcome Form.

c) Modified Community Care Assessment tool or another assessment tool as directed by the Department for each reassessment and the associated CHCP Assessment/ Revaluation/Status Review Outcome Form.

d) Client Goals Worksheet:

(1) Goals shall be Client-centered.

(2) Goals shall specifically address all activities of daily living and independent activities of daily living needs identified by the most recent CHCPs Modified Community Care Assessment tool or another assessment tool as directed by the Department and/or changes in the Client's status.

(3) Goals shall be measurable.

e) Assessment Profile or Problem List:

(1) List that presents an inventory of all of the Client's functional and cognitive impairment(s) and needs as identified in the most recent "Modified Assessment Tool".

f) CHCPs W-1551 Progress Notes (Rev. 4/04).

g) Signed CHCP Informed Consent form.

h) CHCPs Special Eligibility Determination Document for State-Funded Clients only.

i) Uniform Client Care Plan.

j) CHCPs Care Plan Cost Worksheet.

k) Provider Service Authorizations:

(1) Provider Service Authorizations may be maintained in electronic format.

l) W-143 Checklist to Authorize Care Management (Rev. 3/00).

m) Social Service Provider Reports for homemaker, companion, and adult day care services.

n) Prior Authorizations (if applicable).

o) Current CHCPs Applied Income Worksheet.

p) Any communication documents relevant to the Client.

q) Current and signed Client Applied Income Contribution Agreement if applicable.

r) Signed CHCP Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative if applicable.

s) CHCPs Notification of Delay of Assessment if applicable.

t) Any other forms or documentation required by the Department.

(1) All forms other than those requiring Client signature may be electronic documents.

d. Client Monitoring - The Contractor shall conduct Care Management services that include conducting and adequately documenting in the Client record, monitoring activities for each Care Managed Client. Monitoring activities involve the ongoing oversight of all aspects of a Client's participation in the CHCPs. When conducting Care Management monitoring activities the Contractor shall:

1) Conduct and document monthly contacts with the Client, Client's representative or provider by telephone or by a home visit, depending upon the Client's needs. Monthly contacts shall:

a) Verify that services specified in the plan of care meet current needs of the Client.

b) Verify that services are being provided as specified in the plan of care.

c) Verify that the plan of care remains within the CHCPs cost limits.

d) Verify Client/family satisfaction with services.

e) Verify that Client goals remain appropriate and Revise Client goals if appropriate.

f) Identify the existence of potential problem(s) relating to the Client's health, safety and/or any aspect of the Client's participation in the CHCPs and implement corrective action(s) if warranted.

g) Verify that the corrective action for an identified problem(s) is effective.

h) Verify that the informal support system remains active and provides the assistance noted on the plan of care.

i) Verify that Client needs, values and preferences are included in the monitoring process.

e. Conduct and document Client face-to-face visits six months from the month of initial assessment or last reassessment to determine the appropriateness of the service plan and to assess changes in the Client's condition. The six month visit shall, at a minimum:

1) Verify that the services specified in the plan of care are appropriate and meet current needs of the Client.

2) Verify that services are being provided as specified in the plan of care.

3) Verify the plan of care remains within the CHCPs cost limits.

4) Verify Client/family satisfaction with services.

5) Verify that Client goals remain appropriate, document the status of the progress toward those goals, and Revise Client goals if appropriate.

6) Identify the existence of potential problem(s) relating to the Client's health, safety and/or any aspect of the Client's participation in the CHCPs and implement corrective action(s) if warranted.

7) Verify that the corrective action for an identified problem(s) is effective.

8) Verify that the informal support system remains active and provides the assistance noted in the plan of care.

9) Complete and maintain in the Client record an updated Checklist to Authorize Care Management for the first home visit following the initial assessment.

10) Respond to changes in Client needs as they occur by making appropriate changes in the type, frequency, cost or provider of services needed for the Client to remain safely in the community within the limitations of service availability.

f. Request a change of category, when appropriate, adhering to the CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work for Changes in Category Levels when appropriate. Upon Department approval of the category change, the Care Manager shall:

1) Ensure that the Client has a plan of care reflecting any changes in services.

2) Ensure that the Client's and Care Manager's signature is on the current plan of care.

3) Ensure that the Client's signature is on a new CHCPs Client Applied Income Contribution Agreement or if the applied income amount has changed due to the Client's program status change.

4) Adhere to the CHCPs Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, Paper Work for Changes in Category Levels.

g. Client Discontinuance from CHCPs Services –. The Contractor shall:

1) Conduct and document Client discontinuance activities in accordance with CHCPs process of discontinuance.

2) Recommend to the Department CHCPs discontinuance of services when appropriate. Circumstances in which discontinuation of services may been recommended include, but are not limited to:

a) The Client voluntarily chooses not to participate.

b) The Client is no longer a resident of the State of Connecticut.

c) The Client is no longer functionally eligible.

d) The Client is no longer financially eligible.

e) The Client is institutionalized for more than 90 days.

f) The Client enters a nursing facility and does not intend to return to the community.

g) The lack of available services to meet the Client's needs.

h) The cost of the plan of care exceeds the Department's established cost limits.

i) The Client entered a nursing facility.

j) The Client does not comply with the mandatory fee agreement.

k) The Client fails to comply with the mandatory Medicaid requirement.

l) The death of a Client.

3) Initiate the Department's approval process for the discontinuance of services by completing and submitting to the ACU Clinical Staff, Department's CHCPs W-1529 Discontinuance Recommendation (Rev. 2/09) form within one working day of obtaining information that there is a Department-recognized reason to discontinue a Client.

4) Complete and maintain in the Client record Department's CHCPs W-1531 Potential Discharge Recommendation Due to Non-Payment of Client Contribution (Rev. 6/06) form.

5) When services are being discontinued due to the Client's or Client representative's request, obtain the request for discontinuance in writing from the Client or Client representative. If the Client or Client representative refuses to provide the request in writing, the Contractor shall document in the Client record the date the verbal request was made.

6) Document in the Client record that the Client/Client representative is informed of the plan to discontinue services, the reason(s) for the discontinuance, and the Client's right to appeal.

7) Provide pre-discontinuance planning to the Client, provider agencies and all other sources of service.

8) Discontinuance from the CHCPs is the sole authority of the Department. The Contractor cannot discharge a CHCPs Client prior to receiving written approval from

the Department. Upon receiving written Department approval for a Client's discontinuance from the CHCPs, make sure that all providers are notified in a timely manner that services are to be discontinued.

h. Plan of Care - The Contractor's Care Managers are responsible for the development and monitoring of Clients plan of care.

1) The Department shall Review the initial plan of care and care plan cost worksheet to determine the appropriateness of services and to assure that the plan of care is complete and within Department plan of care cost limits.

2) The Contractor shall develop and monitor Client's individualized plans of care adhering to the following requirements:

a) Plan of Care Format and Content:

(1) Use the DSS CHCPs Uniform Client Care Plan format and content as the standard design for Client's individualized plan of care.

(2) The plan of care shall have at least one CHCPs covered service.

(3) The plan of care shall be complete, dated, and signed by the Care Manager and the Client/Client representative at initial assessment, at each reassessment and any time there is a significant Revision to the plan of care.

(4) Use new plan of care forms for care plans developed at reassessments and any time significant changes have been made to the care plan.

(5) Document all formal and informal home care services regardless of the provider, source of reimbursement or whether the services are compensated or uncompensated.

(6) Specify the frequency, type of service(s), and monthly cost of service. (Services expressed in weeks on the plan of care are multiplied by 4.3 to ascertain the monthly units. The monthly units multiplied by the rate per unit equals the monthly cost of the service.)

(7) Reflect all Client need(s) identified and documented on the most recent DSS' CHCPs Modified Community Care Assessment tool or another assessment tool as directed by the Department.

(8) Document Care Management on the plan of care.

(9) Care Manager or other Contractor staff will enter the plan of care as follows into a web portal created by the Medicaid Management Information System (MMIS) Contractor, Hewlett Packard (HP), against which all service providers will submit claims directly to HP. Required Data Elements include:

(a) Dates of Service (authorized time span, begin-end dates).

(b) Agency-Provider number.

(c) Service-Procedure code.

(d) Hours-Units.

(e) Frequency (for example, once per week).

b) Development of plan of care with a person-centered approach (PCA):

(1) Confirm that a cost effective plan of care that meets the Client's home care needs can be developed.

(2) When the Client agrees, utilize the least costly provider when a choice of providers of the same Community Based service with the same quality of service is available.

(3) Provide information to the Client so they can select the most appropriate services to meet the Client's needs offering a choice of providers.

(4) Plan services in close cooperation with the family and other involved members of the informal support system. The Client shall direct the process, concerns and decisions throughout his/her program participation and be involved, to the extent possible, in the entire process.

(5) Document the risks of Home and Community Based services and the Client's understanding of the risks and the Client's choice to accept the risks or mitigate the risks.

(6) Establish and ensure an appropriate, non-duplicative or overlapping service mix.

(7) Plans of care shall not unnecessarily provide similar services at the same time, such as the overlapping of companion and homemaker services.

(8) Collaborate with other health care professionals providing services to the Client to avoid duplication and to obtain input regarding the development of the plan of care.

(9) Review the plan of care and determine whether or not there is the need for a back-up plan for each service listed on the plan of care. A back-up plan is required for all CHCPs Clients whose day and/or time of service(s) are necessary to ensure the Client's health and/or safety:

(a) Evaluate each service in the plan of care to determine whether the schedule may vary without risk to the Client.

(b) Review for the need of a back-up plan at the time of initial assessment, at the time of reassessment, at any time the Client's status changes to the extent that a back-up plan becomes necessary or is no longer necessary.

(c) Document in the plan of care the Review for the need of a back-up plan and the results of that Review.

(d) Note the back-up plan in the plan of care and include:

i. The specificity of day and/or time needed to ensure the Client's health and safety.

ii. The identification of a Client as the back-up and the Client's contact information.

iii. Notify the provider(s) when a Client's health and/or safety are jeopardized if services are either not delivered or not delivered at the day and/or time indicated on the plan of care.

(10) Submit to the Department a copy of the initial plan of care and upon request any subsequent plans of care.

(11) Ensure that the Client is given a copy of the most current care plan signed and dated by both the Client and Care Manager.

(12) Establish and monitor that the plan of care does not exceed the cost limits established by the Department for each category of service.

(13) Obtain the Department's authorization for all home care services for elders under the CHCPs prior to the delivery of the service(s).

(14) For Personal Care Assistant (PCA) services, complete the W-1535 form PCA Cost Neutrality Worksheet (new 8/10) and the W-1532 Supervisory Review for Justification of Overnight or Live-In PCA Services. (new 8/10) and retain in the Client record.

(15) For PCA services when the provider is requested to be a Client's family member, utilize the Intra Referral DSS ACU Access Agency/Provider/DDS/DMHAS memorandum to request the Department's approval and to explain why the utilization of a Client's family member is in the best interest of the Client.

9. Performance Bonus Incentives

a. It is the goal of the Department, for all CHCPE, CHCPD and 1915i Clients, to improve Client outcomes, improve access to care, ensure Clients have choice and control, ensure that Clients are treated respectfully and their dignity is maintained and that Clients have opportunities for community integration and/or inclusion.

b. Performance Incentive Standards are as follows in year one and each subsequent year of the Contract:

1) Maintaining or improving the baseline level of Client satisfaction that will be the Client satisfaction survey results for SFY 13: July 01, 2012-June 30, 2013.
2) Average monthly care plan costs for State-Funded Client of $800 per month or less.
3) Longest average length of stay on the program across all program levels.

c. The following four Performance Incentives will be in accordance with the CMS Participant Experience Survey. The Incentives will be awarded evidenced on Client responses to the survey based on a random sample of active Clients across all levels of the CHCPs. The measures will be established on Clients responses to questions that will be related to the following:

1) Access to care;
2) Having choice and control over the assistance received;
3) Being treated with respect and dignity; and
4) Being including in the Community.

d. The Department will establish a performance pool to be determined annually based on available appropriations. Based on available appropriations:

1) In the first year of the Contract, the performance pool will be $250,000.
2) The performance pool will be $500,000. for each subsequent year of the Contract period.

3) Distributions will be made from the pool as performance incentives to Contractors that have demonstrated quality outcomes for the Clients.

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

a. Annual Audited Financial Report - The "Annual Audited Financial Report" is due within 30 days of completion of the audit report, but no later than six months after the end of the audit period.

b. Annual Length of Stay Report - The "Annual Length of Stay Report" is due within 90 days of the end of each fiscal year. This report is to be prepared by Client service category with a total page for all categories.

c. Annual Grievance and Appeals Report - The "Annual Grievance and Appeals" Report is due within 90 days after the end of each fiscal year. This report is a listing of grievances filed by CHCPs Clients including a description of the grievance(s) filed, the action(s) taken by the Contractor, and the final resolution(s).

d. Semi-Annual Client List - The "Semi-Annual Client List" is due by December 31st and June 30th of each Contract year. This report is to be prepared for each region being served.

e. Bi-Annual Quantitative Assessment Data Report - The Bi-Annual Quantitative Assessment Data report is due February 15 and by August 15 of each Contract year. This report is a computerized data transfer as detailed in the Department's Data Specifications for Contractor File Transfer. The data file includes comprehensive, Client specific information on assessment data, care plans and such other information as may be required by the Department.

f. Quarterly Assessment and Care Management Activities Report - The "Quarterly Assessment and Care Management Activities Report" is due on October 31st, January 31st, April 30th, and July 31st of each Contract year. This report is to be prepared for each region being served with a total page for all regions.

g. Quarterly Cost Report - The Quarterly Cost Reports are due on April 30 for January - March, due on July 31 for April - June, due on October 31 for July - September, and due on January 31 for October - December of each Contract year. This report is to be prepared by Client funding source by region with a total page for all regions.

h. Quarterly Report of Supervisory Record Reviews - Report results of the internal supervisory record audits, in a summary format, on a quarterly basis.

i. Monthly Activity Report - The Monthly Activity Report is due on the last day of the month after the report month. Example: January report is due no later than February 28, etc. of each Contract year. This report is to be prepared on the DSS standardized monthly activity report form. Required reporting is by region and a total for all regions.

j Miscellaneous Reports - The Contractor is responsible for submitting unscheduled reports requested by the Department about any aspect of CHCPs operations and in a timeframe determined by the Department.

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

11. Accounting System - The Contractor shall:

a. Implement and maintain a uniform accounting system that, budgets, accounts for, and reports all actual program Revenues and expenditures and units of service provided. This system shall reflect the application of generally accepted accounting principles (GAAP), principles and practices that are approved by the American Institute of Certified Public Accountants.

b. Implement the accrual method of accounting.

c. Maintain records in sufficient detail to support all financial and statistical information provided to the Department, and provide a clear audit trail.

d. Differentiate between DSS and non-DSS funding sources in income and expenditure reports.

e. Differentiate the Care Management costs for both Medicaid waiver and State-Funded Clients.

f. Allocate the costs by services, administrative, and general categories.

g. Segregate and report this information by CHCPs region if the Contractor is under Contract with more than one region.

h. Allocate costs directly attributable to each of the primary Contractor functions (Care Management and assessments) performed for each program region directly to an account for that region. Allocate costs that cannot be directly related to a specific regional operation on the basis of Care Management time. The Contractor shall demonstrate that a cost cannot reasonably be attributed to CHCPs operations before the cost may be allocated.

12. Web-Based Communication System and Portal - The Contractor shall:

a. Utilize a web-based plan of care portal for the purpose of the Department and Contractor to communicate CHCPs Client information.

b. Complete the training requirements provided by the Department's Contractor that has developed the web-based plan of care portal.

c. Submit care plan data via a file upload in addition to entering care plan data via the portal. The file upload will be restricted to new care plans. Updates to current care plans will be performed via the plan of care portal only. A new error report will be created to report care plan transactions received via the new file upload process to identify care plans that

could not be added due to data errors, such as an invalid Client ID. A separate report is needed for each Contractor.

d. Prior authorization (PA) requests will no longer be required to be submitted on paper. PA requests for home care services will be submitted via the care plan portal. Once the service is entered in the care plan, if the service frequency or the procedure code requires PA, the status of the service will be placed in an "In Process" status for DSS to Review and make a determination.

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

1. Monitor the Contractor's performance and request updates, as appropriate.
2. Respond to written requests for policy interpretations.
3. Provide technical assistance to the Contractor, as needed, to accomplish the expected outcomes.
4. Schedule and hold regular program meetings with the Contractor.
5. Provide a process for and facilitate open discussions with Department Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement.
6. Make Department staff available to assist with training regarding the CHCPs policies and procedures to provide ongoing technical assistance in all aspects of the CHCPs.
7. Provide both an application and a provider participation agreement that shall be completed, signed, and filed with the Department prior to enrollment as a Medical Service Provider.
8. Provide billing instructions and be available to provide assistance with the billing process including completion of claim forms and corrections.
9. Designate a liaison to facilitate a cooperative working relationship with the Contractor in the performance and administration of this Contract.
10. Program Management: A Program Director will be appointed by the Department. The Program Director will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.
11. Staff Coordination: The Program Director will coordinate all necessary contacts between the Contractor and Department staff.
12. Approval of Deliverables: The Program Director will Review, evaluate, and approve all deliverables prior to the Contractor being released from further responsibility.
13. The Department retains the ultimate decision-making authority required to ensure CHCPs tasks are completed.
14. The Department will provide quarterly and annual claims-based services utilization to plan of care reports.

SECTION THREE – BUDGET AND PAYMENT

A. CONTRACT AMOUNT - The total cost of the Contract shall not exceed $44,398,722.00

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

		THREE YEAR BUDGET			
PROGRAM NAME:		Connecticut Home Care Programs			
		Composite Budget Page - CHCPs 7/1/2013-6/30/2016			
Eastern		*Connecticut Community Care, Inc.*			
		Year 1	Year 2	Year 3	
		7/1/13 -6/30/14	7/1/14 - 6/30/15	7/1/15 - 6/30/16	2013 - 2016
Line #	*Item/Total*	Budget Year1	Budget Year 2	Budget Year 3	Three Year Total
		12 months	12 months	12 months	36 months
1	**CONTRACTUAL SERVICES**				
					$ -
	TOTAL CONTRACTUAL SERVICES	$ -	$ -	$ -	$ -
2	**ADMINISTRATION**				
	Staff	$ 178,331.00	$ 181,898.00	$ 185,836.00	$ 546,065.00
	Fringe Benefits	$ 63,507.00	$ 64,701.00	$ 66,102.00	$ 194,310.00
	Non-Personnel	$ 99,516.00	$ 75,413.00	$ 103,240.00	$ 278,169.00
	TOTAL ADMINISTRATION	$ 341,354.00	$ 322,012.00	$ 355,178.00	$ 1,018,544.00
3	**DIRECT PROGRAM STAFF**				
	Staff	$ 1,366,455.00	$ 1,406,082.00	$ 1,422,022.00	$ 4,194,559.00
	Fringe Benefits	$ 472,384.00	$ 500,143.00	$ 505,813.00	$ 1,478,340.00
	TOTAL DIRECT PROGRAM	$ 1,838,839.00	$ 1,906,225.00	$ 1,927,835.00	$ 5,672,899.00
4	**OTHER COSTS**				
	Direct Non-Personnel	$ 193,120.00	$ 197,948.00	$ 202,897.00	$ 593,965.00
					-
	TOTAL OTHER COSTS	$ 193,120.00	$ 197,948.00	$ 202,897.00	$ 593,965.00
5	**EQUIPMENT**				
					$ -
		$ -	$ -	$ -	$ -
6	**PROGRAM INCOME**				
		$ 2,253,783.00	$ 2,283,246.00	$ 2,338,963.00	$ 6,875,992.00
					$ -
	TOTAL PROGRAM INCOME	$ 2,253,783.00	$ 2,283,246.00	$ 2,338,963.00	$ 6,875,992.00
7	**TOTAL NET PROGRAM COST** (Sum of 1 through 5, minus Line 6)	$ 119,530.00	$ 142,939.00	$ 146,947.00	$ 409,416.00

THREE YEAR BUDGET

PROGRAM NAME: **Connecticut Home Care Programs**

Composite Budget Page - CHCPs 7/1/2013-6/30/2016

North Central ***Connecticut Community Care, Inc.***

Line #	Item/Total	Year 1	Year 2	Year 3	
		7/1/13 -6/30/14	7/1/14 - 6/30/15	7/1/15 - 6/30/16	2013 - 2016
		Budget Year1	Budget Year 2	Budget Year 3	Three Year Total
		12 months	12 months	12 months	36 months
1	**CONTRACTUAL SERVICES**				
					$ -
	TOTAL CONTRACTUAL SERVICES	$ -	$ -	$ -	$ -
2	**ADMINISTRATION**				
	Staff	$ 583,268.00	$ 594,934.00	$ 607,904.00	$ 1,786,106.00
	Fringe Benefits	$ 208,272.00	$ 266,921.00	$ 216,232.00	$ 691,425.00
	Non-Personnel	$ 341,989.00	$ 200,185.00	$ 354,606.00	$ 896,780.00
	TOTAL ADMINISTRATION	$ 1,133,529.00	$ 1,062,040.00	$ 1,178,742.00	$ 3,374,311.00
3	**DIRECT PROGRAM STAFF**				
	Staff	$ 4,900,083.00	$ 4,993,828.00	$ 5,145,788.00	$15,039,699.00
	Fringe Benefits	$ 1,693,959.00	$ 1,776,305.00	$ 1,830,357.00	$ 5,300,621.00
	TOTAL DIRECT PROGRAM	$ 6,594,042.00	$ 6,770,133.00	$ 6,976,145.00	$20,340,320.00
4	**OTHER COSTS**				
	Direct Non-Personnel	$ 681,188.00	$ 698,217.00	$ 715,672.00	$ 2,095,077.00
					$ -
	TOTAL OTHER COSTS	$ 681,188.00	$ 698,217.00	$ 715,672.00	$ 2,095,077.00
5	**EQUIPMENT**				
					$ -
		$ -	$ -	$ -	$ -
6	**PROGRAM INCOME**				
		$ 8,569,946.00	$ 8,676,801.00	$ 8,889,387.00	$26,136,134.00
					-
	TOTAL PROGRAM INCOME	$ 8,569,946.00	$ 8,676,801.00	$ 8,889,387.00	$26,136,134.00
7	**TOTAL NET PROGRAM COST** (Sum of 1 through 5, minus Line 6)	$ (161,187.00)	$ (146,411.00)	$ (18,828.00)	$ (326,426.00)

THREE YEAR BUDGET

PROGRAM NAME: **Connecticut Home Care Programs**

Composite Budget Page - CHCPs 7/1/2013-6/30/2016

Northwest *Connecticut Community Care, Inc.*

Line #	Item/Total	Year 1	Year 2	Year 3	
		7/1/13 -6/30/14	7/1/14 - 6/30/15	7/1/15 - 6/30/16	2013 - 2016
		Budget Year1	Budget Year 2	Budget Year 3	Three Year Total
		12 months	12 months	12 months	36 months
1	**CONTRACTUAL SERVICES**				
	TOTAL CONTRACTUAL SERVICES	$ -	$ -	$ -	$ -
2	**ADMINISTRATION**				
	Staff	$ 261,687.00	$ 266,921.00	$ 272,879.00	$ 801,487.00
	Fringe Benefits	$ 93,335.00	$ 94,944.00	$ 97,063.00	$ 285,342.00
	Non-Personnel	$ 147,926.00	$ 110,533.00	$ 153,385.00	$ 411,844.00
	TOTAL ADMINISTRATION	$ 502,948.00	$ 472,398.00	$ 523,327.00	$ 1,498,673.00
3	**DIRECT PROGRAM STAFF**				
	Staff	$ 2,120,959.00	$ 2,162,465.00	$ 2,234,634.00	$ 6,518,058.00
	Fringe Benefits	$ 733,215.00	$ 769,189.00	$ 794,859.00	$ 2,297,263.00
	TOTAL DIRECT PROGRAM	$ 2,854,174.00	$ 2,931,654.00	$ 3,029,493.00	$ 8,815,321.00
4	**OTHER COSTS**				
	Direct Non-Personnel	$ 295,532.00	$ 302,921.00	$ 310,494.00	$ 908,947.00
					-
	TOTAL OTHER COSTS	$ 295,532.00	$ 302,921.00	$ 310,494.00	$ 908,947.00
5	**EQUIPMENT**				
					$ -
6	**PROGRAM INCOME**				
		$ 3,735,531.00	$ 3,778,867.00	$ 3,872,198.00	$ 11,386,596.00
					$ -
	TOTAL PROGRAM INCOME	$ 3,735,531.00	$ 3,778,867.00	$ 3,872,198.00	$ 11,386,596.00
7	**TOTAL NET PROGRAM COST** (Sum of 1 through 5, minus Line 6)	$ (82,877.00)	$ (71,894.00)	$ (8,884.00)	$ (163,655.00)

2. **Budget Variance** - This is a Fee for Service Contract and budget variances with be Reviewed by the CHCP Manager.

3. **Advance** - The Department shall pay an operating advance of **$ $560,000.00** to cover Care Management billing. Such an advance shall not exceed the anticipated costs of Care Management services for a two-week period. This amount shall be kept in a separate General Ledger liability account by the Contractor for the purposes of tracking and accounting. The funds shall be reconciled annually by the Department and Contractor. Interest earned on the funds belongs to the Department and the funds are returnable to the Department upon expiration of the Contract.

4. **Care Management Rate** - A per diem (daily), per Client Care Management Rate is $4.92 from July 1, 2013 through September 30, 2013 and $4.70 from October 1, 2013 through the end of the Contract, June 30, 2016.

5. **Rates per Task and Frequency** - An Initial Assessment one-time only, per Client, rate is $281.73. A Status Review, as required, per Client, rate is $93.19. A Self-Directed Care and Private Assisted Living Clients per-visit, not to exceed one per year, rate is $211.30.

6. **Billing and Payment Information** - The Contractor shall:

   a. Invoice Care Management services to the Department's MMIS Contractor, HP, in accordance with Department procedures. Home and community based services and medical services provided to Clients are to be billed directly by the enrolled Medicaid provider in accordance with Department procedures.

   b. Submit bills to the Department within the time specified for the filing of Medicaid claims of one year. Invoices for Care Management services shall be received within 12 months of the services being delivered or within 12 months of the date a Client is granted retroactive eligibility.

   c. Invoice for Care Management services provided to each CHCPs Client. The Department shall reimburse on a two times per month financial cycle. The Department shall pay all valid and proper claims within 30 days after receipt of said claims. A valid and proper bill for services is one that has no defects and requires no additional information for processing.

   d. Electronic claims are the preferred method of billing. The CMS 1500 Form or other form as designated by the Department shall be used when submitted a claim in paper and submitted within thirty (30) days from service date.

   e. Submit HIPAA compliant electronic claims when the Contractor has the computer capability and when authorized in advance to do so by the Department. The Contractor shall follow all current HIPAA procedures including signed Trading Partner Agreement. Reimbursements - The Contractor shall adhere to the Department's Policies and Procedures relative to the Access Agency's billing procedures to receive reimbursement for Care Management services performed. The Contractor shall be reimbursed for the followings:

1) Initial Assessment - The Department shall reimburse the Contractor for Initial Assessments. The Department's payment for an Initial Assessment includes:

   a) All costs for visiting the CHCPs Applicant.
   b) Completing the CHCPs Modified Community Care Assessment tool, or another assessment tool as directed by the Department.
   c) Obtaining all required Applicant signatures on appropriate Department' forms.
   d) Assisting the Applicant with completion and submittal of the Department's CHCPs Special Eligibility Determination Document .
   e) Contacting providers or caregivers in conjunction with the assessment.
   f) Developing the plan of care.
   g) Making initial arrangements to start services.

2) Client Reassessment - The Department shall reimburse the Contractor for Client Reassessments. The reimbursement is included in the per diem rate for Care Management.

3) Client Status Review - The Department shall reimburse the Contractor for Status Reviews. Status Reviews will be reimbursed at one-third of the assessment rate.

4) Reassessments for Self-Directed Care or Private Assisted Living Program Individuals - The Department will reimburse the Contractor 75% of the cost of an initial assessment to complete the annual reassessments for self-directed and private assisted living Clients when requested to do so by the Department.

7. **Reimbursement Denial Information** - The Department shall not reimburse:

   a. If Contractor fails to meet the terms of this Contract.
   b. For Care Management while a Client is institutionalized.
   c. Invoices for services after the death of a Client. The count of Client days for purposes of billing for Care Management services begins on the effective date of a written plan of care. The effective date shall be subsequent to the completion of an assessment performed by the Contractor. The date of death, the end date for self-directed Clients, or the date of institutionalization may be billed, but no date(s) of service may be billed after these dates.
   d. Services that are not provided or not provided in accordance with CHCPs procedures, including prior authorization when appropriate.
   e. Services not included as part of the plan of care or not included under the CHCPs regulations or Medicaid program and incorrect, incomplete, or duplicative claims or when the Client is no longer eligible for the CHCPs.

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. <u>Contractor Obligations</u>.

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.

The Department acknowledges that Contractor has developed, prior to the date of execution of this Contract, computer programs and data management software, specifically CyberCAM and Care Transition Applications ("Contractor Software"), and expects to continue to improve it, which may be used by Contractor to perform its obligations under this Contract. The Department acknowledges that the Contractor owns all right, title and interest in the Contractor Software. For the avoidance of doubt and not withstanding anything to the contrary in Cost Standards issued by State of Connecticut, Office of Policy and Management as described in this Part II, Section C.1 of this Contract, for purposes of determining costs under this Contract, any revenues or profit generated by Contractor from the sale or licensing of the Contractor Software are not required to be included as "Applicable Credits" and may be retained in full by the Contractor.

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.

For the avoidance of doubt and notwithstanding anything to the contrary in this Part II, Section C.2 of this Contract, the term "Data" shall not include (i) Contractor Software developed by Contractor or (ii) the results of any analysis of Data performed by Contractor, so long as such analysis is not about the Clients of the Department or unless Contractor is required to perform and deliver such data analysis under the Contract. The Contractor shall obtain the Department's prior written approval to claim copyrights in, utilize or share any Data- aggregate, limited data set, identifiable or otherwise- or data analysis or the results thereof, resulting from work performed by Contractor pursuant to the terms of this Contract, which approval shall not be unreasonably withheld. All such written requests shall be directed to Kathy Bruni, Alternate Care Unit Manager.

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=253968http://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. <u>Statutory and Regulatory Compliance</u>.

1. **Health Insurance Portability and Accountability Act of 1996.**

(a) If the Contactor 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

(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.

(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,

(D) 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 in 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/seec

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 2

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.