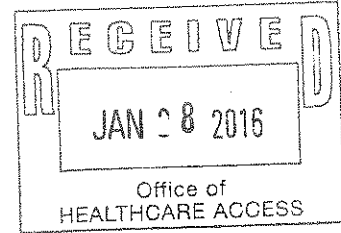
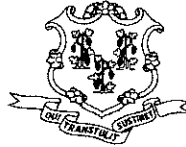


32064



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

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

SECTION I. PETITIONER INFORMATION

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

	Petitioner	Petitioner
Full Legal Name	Supportive Environmental Living facility Inc.	
Doing Business As	SELF Inc.	
Name of Parent Corporation	Supportive Environmental Living facility Inc.	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	47 Pierpont, St., Waterbury, CT 06708	
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	
Contact Person at Facility , including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all	Michael Andronaco Executive Director	

correspondence in this matter.		
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	47 Pierpont St. Waterbury, CT 06708	
Contact Person's Telephone Number	203-759-2074	
Contact Person's Fax Number	203-755-4043	
Contact Person's e-mail Address	mandronaco@s elfct.org	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title:: SELF Inc. Geriatric Supervised Apartment as Private Free Standing Mental Health Residential Living Center.
 - b. Estimated Total Project Cost: \$500,000
 - c. Location of proposal, identifying Street Address, Town and Zip Code: 159 Old Boundline Rd., Wolcott ,CT 06716
 - d. List each town this project is intended to serve: Residents can be referred from anywhere in catchment area 5. Towns include Barkhamstead, Beacon falls, Bethel, Bethlehem, Bridgewater, Brookfield, Canaan, Chesire, 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, Waterbury, Watertown, Winchester, Wolcott and Woodbury.
-
- e. Estimated starting date for the project: April 1 2016

SECTION IV. PROPOSAL DESCRIPTION

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

1. If applicable, identify the types of services currently provided and provide a copy of each Department of Public Health license held by the Petitioner.
No licenses held.
2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable.
Private Freestanding Mental Health Residential Living Center See description attached)
3. Identify the current population served and the target population to be served.
4. Must be at least eighteen years of age, but existing program is for older adults preferably of Geriatric age. Residents must have a major Axis I diagnosis.

Name of Organization:	Supportive Environmental Living Facility
Service Type:	Residential
Name of Program:	Geriatric Supervised Apartment
Level of Care: (if applicable)	Geriatric Supervised Apartment
Brief Description of the Program:	<p>SELF Inc.'s residential programs provide adults with mental health needs an option to live in the community setting of their choice by offering an array of residential services that are individualized according to need.</p> <p>Geriatric Supervised Apartment (GSA) GSA provides opportunities for instruction, supervision, direct care, assistance and support in the following areas meal planning and preparation, housekeeping, personal grooming, financial, medication management, medical appointments, as well socialization, leisure planning, transportation and other areas depending on need. All consumers have access to age specific day programming and community social rehabilitation. Medication monitoring is provided twice a day and as needed. GSA provides 24 on-site support to 12 consumers, six in each house. Consumers have their own bedroom and share the remainder of the living space. On-site laundry facilities and chair lifts are currently available in each home.</p>
Admission Criteria/Eligibility:	<p>Primary mental health diagnosis. Preference given to older adults SELF Inc. receives all requests for service from the Department of Mental Health and Addiction Services.</p>

<u>Program Address</u>
and Street: GSA - 47 Pierpont and 60-62 Avon Ave
Town/City: Waterbury

Zip Code:	06708
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Telephone Number of Program:
Name of Contact:
Jo-Ann Law 203-759-2074 ext 152

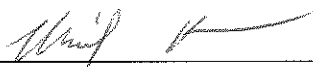
SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: Supportive Environmental Living Facility

Project Title: Geriatric Supervised Apartment program

I, Michael Andronaco, Executive Director of Supportive Environmental Living facility being duly sworn, depose and state that the information provided in this CON Determination form is true and accurate to the best of my knowledge.



Signature

1-12-16

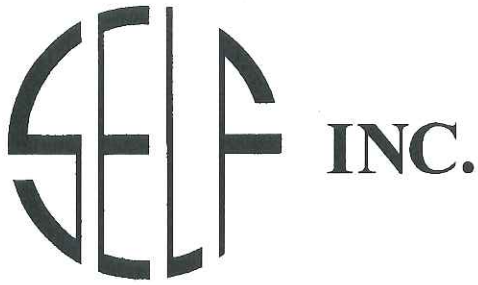
Date

Subscribed and sworn to before me on January 12, 2016



Notary Public/Commissioner of Superior Court

My commission expires: 9-30-2017



Supportive Environmental Living Facility, Inc.



Kevin T Hansted
Staff Attorney
Department of Public Health
Office of Health Care Access
410 Capitol Ave., MS #13HCA
P.O. Box 340308
Hartford, CT 06134

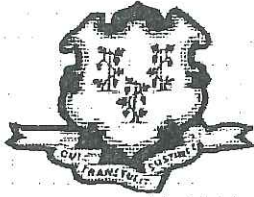
Dear Attorney Hansted,

I received your email, enclosed is a copy of our DMHAS contract. Also enclosed is a copy of the signed resolution for the current fiscal year. Please contact me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Andronaco".

Michael Andronaco
Executive Director
SELF Inc.
203-759-2074 ext 151
mandronaco@selfct.org



X Original Contract # 11MHA2170AA

Amendment # _____

Max. Contract \$ 2,865,882

Contract Contact Person Suzanne Cooney

Contact Telephone 860-418-6861

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised December 2009

The State of Connecticut Department of Mental Health and Addiction Services

Street: 410 Capitol Avenue - P. O. Box 341431

City: Hartford State: CT Zip: 06134

Tel#: (860) 418-7000 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: Supportive Environmental Living Facility, Inc.

Street: 4 John Street

City: Waterbury State: CT Zip: 06708

Tel#: (203) 569-4827 FEIN/SS#: 06-1240040

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

Contract Term	This Contract is in effect from 7/1/2011 through 6/30/2013.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 17a-476, § 17a-676 and or § 17a-451 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

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

If to the Agency:	State of Connecticut, DMHAS 410 Capitol Avenue 4 th Floor Hartford, CT 06134 Attention: Suzanne Cooney	If to the Contractor:	Supportive Environmental Living Facility, Inc. 4 John Street Waterbury, CT 06708 Attention: Frank A. Damiano
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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

The Contractor shall provide the following specific services 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. For the purpose of Part I, the term individual(s) means client(s) as defined in Part II.

The contractor herein is designated by the Department to provide Targeted Case Management services in compliance with the requirements set forth in the Connecticut State Plan under Title XIX of the Social Security Act. The contractor herein is designated by the Department to provide certain administrative activities under the Department's Medicaid Administrative Claiming Program.

A. SCOPE OF SERVICES AND CONTRACT PERFORMANCE

1. RESIDENTIAL SUPPORT

a. The Contractor shall provide Residential Support services to individuals age eighteen (18) or older who have serious and persistent psychiatric disorders, or co-occurring psychiatric and substance use disorders, who are medically indigent. Medically indigent is defined as having no private or public health care coverage that will pay for the services to be provided by the Contractor and no access to, or eligibility for, such coverage. Individuals using Residential Support services will have functional deficits that require routine low-intensity support needs, including health issues, for the purpose of assisting individuals to access and use community resources.

Residential Support services are a set of recovery oriented services provided for the purpose of assisting individuals to live independently in community residences fulfill tenant responsibilities and access and use community resources and supports. Staff are on-call on a 24 hour basis to respond to needs for assistance or service outside of the hours of 9 AM and 6 PM, Monday through Friday.

b. Specifically, the Contractor shall:

1. Provide case managers to collaborate with individuals to identify service and support needs;
2. Conduct assessments to help individuals identify and explore personal strengths, and community and recovery resources and supports to enable the individuals to be contributing members of their community;
3. Develop, with each individual, a recovery plan that addresses identified needs in areas such as employment, education, self management skills, relapse prevention, and social skills training. Such plans shall contain goals identified by the individual and shall provide detailed information on goals, objectives, tasks, and interventions, and shall identify the individual responsible and time frames for accomplishment;
4. Monitor the individual's recovery plan on an on-going basis;
5. Complete a review of the recovery plan and determine the appropriateness of the placement every ninety (90) days;
6. Advocate on behalf of individuals as needed;
7. Through coaching and encouragement, assist individuals to:
 - i. Access and use services and supports that enhance independent participation in social, interpersonal, family, and community activities;
 - ii. Increase self-management skills, coping strategies, and relaxation skills;
 - iii. Develop self-advocacy skills for the purpose of accessing natural supports, self-help, and other advocacy resources; and
 - iv. Access health and wellness education.
8. Involve family members, significant others, and authorized advocates in the development of the recovery plan and the delivery of services, as desired by the individual and appropriate;
9. Provide education, support and consultation to family members of individuals served;
10. Provide housing resource coordination as needed to aid individuals in finding, obtaining and keeping safe, affordable housing;

11. Assist individuals to maintain and improve their lives and develop productive relationships that result in community connections in these domains:
- i. Living
 - ii. Working
 - iii. Learning
 - iv. Social/Familial
 - v. Cultural
 - vi. Spiritual
 - vii. Leisure

c. The services shall be provided at the following location, with the capacity and hours of operation described below:

Location	Capacity	Hours of Operation
Residential Support 19 Fourth St. Waterbury, CT 06708	24	24 HOURS PER DAY 7 DAYS PER WEEK

d. The Contractor shall implement the programs and services described herein to result in the following outcomes on behalf of individuals served. Such outcomes shall be measured in the manner described herein. Outcome results achieved pursuant to these terms and conditions will be monitored by the Department through data reported by the Contractor to the Department's information systems and in observations through site visits. The Department's outcome indicators for the Contractor's funded services are as follows:

PERFORMANCE OUTCOME MEASURES

RESIDENTIAL SUPPORT

OUTCOMES	MEASURES
1. Contractor will meet reporting requirements in a timely manner.	Department required data will be submitted to the Departments' data collection system no later than the 15 th day of each month.
2. Contractor will meet the expected utilization rate or annual projection of individuals to be served for this level of care.	A utilization rate of at least 90% will be achieved.
3. Contractor will meet the expected services or contacts volume for this level of care.	At least 90% of projected services or contacts will be achieved.
4. Individuals will report satisfaction with their services.	At least 80% of respondents to the DMHAS consumer satisfaction survey will rate services positively in each of the domains of access to services, quality of services, outcomes, participation in treatment planning, respect, recovery and general satisfaction with services.
5. Individuals will improve or maintain their overall functioning.	At least 95% of individuals served annually will maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF), Modified Global Assessment of Functioning Scale (MGAF).

6. Individuals will improve or maintain their living situation.	At least 85% of individuals served annually will improve or maintain their living situation.
7. Individuals will maintain or improve their employment status.	At least 25% of individuals served annually will maintain or increase their amount of competitive employment.
8. Individuals will improve or maintain their social supports.	At least 60% of individuals served annually will have increased or maintained the number of social supports.
9. Individuals will successfully complete treatment.	At least 50% of individuals discharged will have substantially completed the objectives identified on their recovery plans.

2. SUPERVISED HOUSING

a. The Contractor shall provide Supervised Housing services to individuals age eighteen (18) or older who have serious and persistent psychiatric disorders, or co-occurring psychiatric and substance use disorders, who are medically indigent. Medically indigent is defined as having no private or public health care coverage that will pay for the services to be provided by the Contractor and no access to, or eligibility for, such coverage. Individuals using Supervised Housing will have skill deficits that prevent them from living successfully and independently in the community.

Supervised Housing is a set of recovery oriented services provided 24 hours per day, 7 days per week by on-site staff. Such staff shall provide individuals with assistance in all areas of daily living, community integration, education assistance and counseling, management of personal financial resources and budgeting, referrals to all necessary services, meal preparation, improving communication skills, and use of leisure time. Contractor shall also provide case management services and, as needed, provide housing resource coordination to aid individuals in finding, obtaining and keeping safe, affordable housing.

b. Specifically the Contractor shall:

1. Conduct assessments to help individuals identify and explore personal strengths, and community and recovery resources and supports to enable the individuals to be contributing members of their community;
2. Assist individuals to identify and use personal strengths to develop skills, and identify recovery resources and supports needed for independence and successful community living;
3. Develop individualized rehabilitation plans that address assessed needs in areas such as employment, education, self management skills, relapse prevention, and social skills training, and contain goals identified by the individual. Plans shall provide detailed information on goals, objectives, tasks, and interventions; and identify the individual responsible and time frames for accomplishment;
4. Provide skill building instruction and other rehabilitative activities to increase the individual's independence in accordance with their rehabilitation plans. Such instruction and activity shall include at minimum, but are not limited to the following:
 - i. Teaching, coaching and assisting with daily living activities such as personal grooming, meal planning and preparation, shopping, medication compliance, the use of transportation, management of financial resources, use of leisure time, and interpersonal communication;
 - ii. Assistance with the development of coping strategies, self-management alternatives, response strategies for substance use triggers, and problem-solving skills;
 - iii. Supportive counseling directed at resolving problems related to community living and interpersonal relationships;
 - iv. Orientation to community resources and recovery supports including mentors, self help and advocacy groups, and facilitation of access to such resources;
 - v. Assistance in gaining access to other necessary rehabilitative services, medical services, general entitlement benefits, or other community services and recovery supports through service coordination activities.
5. Assist and support individuals during crisis situations;
6. Assist individuals to gain successful competitive employment or enroll in educational programs;

7. Provide housing resource coordination as needed to aid individuals in finding, obtaining and keeping safe, affordable housing;
8. Facilitate the development of community connections in areas related to faith, recreation, civic activities and facilitate productive relationships with others to achieve full community integration;
9. Involve family members, significant others, and authorized advocates in the development of the recovery plan and the delivery of services, as desired by the individual and appropriate;
10. Provide education, support and consultation to family members of individuals in Supervised Housing;
11. Monitor the individual's rehabilitation plan on an on-going basis;
12. Complete a review of the rehabilitation plan and determine the appropriateness of the placement every ninety (90) days;
13. Maintain successful collaboration with the Local Mental Health Authority (LMHA), and successful relationships with other community providers of services and supports.

c. The services shall be provided at the following location, with the capacity and hours of operation described below:

Location	Capacity	Hours of Operation
Supervised Apt. Program 19 Fourth St. Waterbury, CT 06708	13	24 HOURS PER DAY 7 DAYS PER WEEK
Geriatric Supervised Apts. 47 Pierpont St. Waterbury, CT 06708	12	24 HOURS PER DAY 7 DAYS PER WEEK

d. The Contractor's service shall meet the required utilization rate for Supervised Housing services. The Contractor's service utilization rate shall be measured by the number of days utilized as reported to the Department's information system and in on-site visits. The minimum acceptable utilization rate for the Residential Housing funded by the Department is 90% of the maximum attainable number of days as determined by multiplying the capacity for each funded program as stated in section C. above by 365. Utilization for all funded services shall be computed based on total capacity.

e. The Contractor shall implement the services described herein to result in the following outcomes. Such outcomes shall be measured in the manner described herein. Outcome results achieved pursuant to these terms and conditions will be monitored by the Department through data reported by the Contractor to the Department's information systems and/or in observations through site visits. The Department's outcome indicators for the Contractor's funded services are as follows:

PERFORMANCE OUTCOME MEASURES

SUPERVISED HOUSING

OUTCOMES	MEASURES
1. Contractor will meet reporting requirements in a timely manner.	Department required data will be submitted to the Departments' data collection system no later than the 15 th day of each month.
2. Contractor will meet the expected utilization rate or annual projection of individuals to be served for this level of care.	A utilization rate of at least 90% will be achieved.
3. Individuals will report satisfaction with their services.	At least 80% of respondents to the DMHAS consumer satisfaction survey will rate services positively in each of the domains of access to services, quality of services, outcomes, participation in treatment planning, respect, recovery and general satisfaction with services.

4. Individuals will improve or maintain their overall functioning.	At least 95% of individuals served annually will maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF), Modified Global Assessment of Functioning Scale (MGAF).
5. Individuals will improve or maintain their living situation.	At least 95% of individuals served annually will improve or maintain their living situation.
6. Individuals will maintain or improve their employment status.	At least 25% of individuals served annually will maintain or increase their amount of competitive employment.
7. Individuals will improve or maintain their social supports.	At least 60% of individuals served annually will have increased or maintained the number of social supports.
8. Individuals will successfully complete treatment.	At least 60% of individuals discharged will have substantially completed the objectives identified on their recovery plans.

B. BUDGET

1. Approved Budget: The Contractor shall adhere to the approved budget, negotiated with the Department, for each non-fee-for-service funded component. The approved budget consists of page 18 of this Contract.

The maximum amount payable under this contract is \$ 2,865,882.

2. Annual Budget Variance:

- a. The Contractor shall adhere to the approved budget allocated to each service component, negotiated with the Department and included in Part I, Section II. 1. of this Contract. In the event that the Contractor and/or subcontractors receive(s) funding from any source other than those indicated in this contract, the Contractor shall notify the Department of such funding and its use within ten (10) days after receiving notice of such funding.
- b. The following annual variances from the approved budget are allowable without prior Department approval, however, the Department must be notified of any such variances in writing:
 - (1) Line item expenses within cost centers up to 20% of each line item or \$20,000 whichever is more;
 - (2) Cost center to cost center shifts up to 10% of each line item or \$2,000 whichever is less;
 - (3) Individual salary increases up to 10% in funded cost centers.
- c. The Contractor shall not shift Department funding between addiction services and mental health cost centers without prior written approval of the Department.
- d. Variances that exceed the allowable limits specified herein and that do not have a Department approved budget revision will be treated as disallowed expenses and may be required to be returned to the Department.

3. Unexpended Funds:

- a. Whenever the Department determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the Department in the following manner: Funds paid to the Contractor shall be identified by the Department's "Special Identification Number" (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" and/or "Schedule of Expenditures of Federal Financial Assistance" or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor's Annual Financial Report to determine any unexpended funds. If payments made by the Department exceed the expenses reported, the Department may recoup such payments by (a) offsetting a future contract payment by the amount of the unexpended funds calculated by the Department or (b) requesting payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future contract payments an amount equal to

such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice.

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

4. Capital Expenditures: Contractor shall not use funds allotted by the Department under this contract for capital expenditures. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.

5. Equipment: Equipment is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$1,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by the Department under this contract will be considered the property of the Department. Equipment will be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases will be considered to be the property of the Contractor. Equipment to be purchased for the program with Department funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form. The following provisions apply to equipment purchases made in full or in part with Department funds:

- a. Contractor shall obtain the prior approval of the Department either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.

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

C. REPORTING

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

a. Specified Reports:

- (1) **Admission and Discharge Reports:** Contractor shall report each admission, discharge and client specific service level data to the client information system designated by the Department. Such reports shall be in the form prescribed by the Department. Contractor shall request client consent to store said data with full client name in the client information system.

The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the form and format as required by the Department.

Admission, discharge, and service data that are provided to the Department via on-line data entry shall be submitted to the Department no later than two weeks after the date of the admission, discharge, or service event; Admission, discharge, and service data that are provided to the Department via batch upload shall be submitted by the 15th day after the end of the month being reported.

- (2) **Monthly Substance Use Disorder Treatment Reports:** The Contractor providing services for substance use disorders shall report substance use data required for federal reporting no later than the 15th day after the end of each month. Such reports shall be in the form prescribed by the Department.
- (3) **Daily Census Report for Substance Use Disorder Treatment:** The Contractor providing residential services for substance use disorders shall provide the Department with daily census figures. Daily census reports shall be submitted in the form and manner specified by the Department.

- (4) Targeted Case Management Reports: Contractors designated by the Department to provide Targeted Case Management services shall submit to the Department Targeted Case Management services data no later than the 10th day of the month following the provision of services. Such reports shall be submitted in the form and manner prescribed by the Department.
- (5) Critical Incident Reports: The Contractor agrees to report any critical incidents to the Department in the form and manner specified by the Department.
- (6) Client Satisfaction Surveys: At least once during the contract period, the Contractor shall administer a satisfaction survey to clients in the form and manner specified by the Department and report survey results to the Department.
- (7) Interim Fiscal Report: For non-fee-for-service components of this contract, the Contractor shall submit an Interim Fiscal Report no later than March 31. The interim Fiscal Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1 through February 28.

If so required by Section 2. b. above, the Contractor shall submit to the Department budget revision requests for variances indicated in the Interim Fiscal Report no later than March 31. The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (8) Annual Financial Report: For non-fee-for-service components of this contract, the Contractor shall submit an Annual Financial Report no later than September 30. The Annual Financial Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1 through June 30.

If so required by Section B. 2. b. above, the Contractor shall submit to the Department final year end budget revision requests no later than September 30. The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (9) Annual Audit: Notwithstanding the provisions of Part II, Section C.5. of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

- b. Other Reports: Contractor further agrees to provide any other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.

2. Financial Penalties for Late Reporting: In addition to procedures set forth in Part II, Subsection C. 16. of this contract, the Department may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in Part I, Section C. 1. Such penalties will be \$500 per late report and may, at the discretion of the Department, be withheld from payments to the Contractor.

D. PAYMENTS

1. Payments For Non-Fee-For-Service Components:

- a. An initial contract payment of state funds representing four months in the amount of one-third (1/3) of the total state funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the availability of the funding to the Department and contingent upon the full execution of this contract.
- b. An initial contract payment of federal funds representing three months in the amount of one-fourth (1/4) of the total federal funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the full execution of this contract and receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
- c. Two subsequent payments each representing three months in the amount of one-fourth (1/4) of the total contract amount will be made quarterly thereafter. The final payment representing two months in the amount of one-sixth (1/6) of the total state funded contract amount and one-fourth (1/4) of the total federal funded contract amount will be made following receipt and review of the Interim Fiscal Report.
- d. When the Department's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or under utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days' written notification to the Contractor.
- e. The amount of this contract represents the maximum annual amount payable by the Department to the Contractor for providing the services described in Part I, Section A. of this contract.

2. Payments For Fee-For-Service Components:

The department agrees to pay the contractor according to the terms of compensation and payment stated in Part I, Section I of this contract. Whenever the department determines that excess payments have been made to the contractor under a fee for service award, the contractor shall return the excess payments to the department within thirty (30) days of receipt of written notice of such determination.

E. FEDERAL FUND REQUIREMENTS:

Any Contractor who receives any federal funds through the Department must comply with the following:

1. This certification and agreement is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. Section 1352 as quoted in pertinent part below.

Contractor certifies and agrees that:

- i. (a) (1) None of the funds appropriated by any Act may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action described in paragraph (2) of this subsection.

- ii. (b) (2) The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:
 - (A) The awarding of any federal contract;
 - (B) The making of any federal grant;
 - (C) The making of any federal loan;
 - (D) The entering into of any cooperative agreement;
 - (E) The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- iii. (c) (1) Any person who makes an expenditure prohibited by subsection (a) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

2. Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), then issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

3. If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Conn. Gen. Stat. § 4-28b.

a. Community Mental Health Services Block Grant

The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, (4) satisfaction of any non-Federal funds expenditure requirement, or (5) provision of financial assistance to any entity other than a public or non-profit private entity.

b. Projects for Assistance in Transition from Homelessness

Contractors who receive funds for Projects for Assistance in Transition from Homelessness (PATH) shall comply with the requirements as outlined in P.L. No. 101-645, Stewart B. McKinney, Homeless Assistance Amendments Act of 1990, Title V, Subtitle A, Section 501 (1990).

c. Substance Abuse Prevention and Treatment Block Grant

- (1) All Contractors who receive Substance Abuse Prevention and Treatment (SAPT) Block Grant funds agree to comply with any and all applicable regulations adopted by Department of Health and Human Services, Public Health Services, Substance Abuse and Mental Health Service Administration, including 45 CFR 96.121, et seq., as may be amended, but not limited to the following:

Contractor shall provide, pursuant to 45 CFR 96.132(b), opportunities for continuing education in substance use disorders to the Contractor's employees who provide prevention or treatment services or activities for substance use disorders.

- (2) All Contractors who are recipients of SAPT funds and are providing treatment services for substance use disorder agree: (a) pursuant to 45 CFR 96.136, to cooperate with, and provide

access to client records, Contractor's policies and procedures and all other documentation and information as required by regulations to any Department authorized peer review committee established pursuant to these regulations; (b) pursuant to 45 CFR 96.131, to provide priority access to pregnant women in any program which provides treatment services to women, and refer any pregnant women for whom it has insufficient capacity to the Department, in the time, form and manner required by the Department; and (c) pursuant to 45 CFR 96.127, to follow procedures which will ensure that tuberculosis services, including counseling and testing, and the provision or referral to appropriate medical treatment, are provided to any client infected with microbacteria tuberculosis. Such program shall also implement any infectious control procedures in accordance with the Department's infectious disease protocol as required by the Department.

Pursuant to 45 CFR 96.135, the Contractor who receives SAPT funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity, or (6) provide individuals with hypodermic needles or syringes.

- (3) All Contractors who are recipients of SAPT funds and who are providing treatment services to intravenous substance abusers shall: (a) admit each individual who requests, and is in need of treatment for intravenous substance abuse, not later than 14 days after the individual makes the request for admission; (b) provide interim services, as defined in the federal regulations, 45 CFR 96.121 and 126, within 48 hours of the request for admission, to any intravenous substance abuser who cannot be admitted to an appropriate treatment program within 14 days of the request for admission; (c) ensure that an intravenous substance abuser receiving interim services is admitted to the Contractor's program, or another appropriate program, not later than 120 days after the original request for admission; d) perform outreach activities to encourage the intravenous substance abuser to undergo treatment and to promote awareness among intravenous substance abusers about the relationship between intravenous substance abuse and communicable diseases. The Contractor shall use a scientifically sound outreach model; e) provide preferential access to treatment in the following order of priority: (1) pregnant intravenous substance abusers, (2) pregnant substance abusers, (3) intravenous substance abusers, (4) all others.
- (4) Contractors who are recipients of SAPT funds and who are religious organizations must: (1) provide notice to all potential and actual program beneficiaries (services recipients) of their right to alternative services; and (2) ensure program beneficiaries wishing to be referred to alternative services. The term "alternative services" means services determined by the State to be accessible and comparable and provided within a reasonable period of time from another substance abuse provider ("alternative provider") to which the program beneficiary ("services recipient") has no religious objection.

d. Social Services Block Grant

All Contractors who receive Social Services Block Grant funds for the provision of substance abuse services and who do not electronically submit the Social Services Block Grant Supplemental Report information to the Department, must submit a hardcopy of the Social Services Block Grant Supplemental Report Form. Failure to submit required reports shall result in disallowance of associated expenses and could result in fines as indicated in Section A. 12. below.

F. OTHER

1. Quality Assurance: The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program, including, but not limited to, Regulations of Connecticut State Agencies, Sections 17-226b-1 through 17-226b-7 and Sections 17-226d-1 through 17-226d-11, inclusive.

The performance of each Contractor shall be reviewed and evaluated at least annually by persons designated by the Department of Mental Health and Addiction Services. Such reviews and evaluations may be performed by examination of documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.

2. Notification of Changes in Key Personnel: Contractor shall immediately notify the Director of Business Administration of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Medical Director, program directors of Department funded programs, and officers and members of the Contractor's Board of Directors.

3. Program Closure and Transition: In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and such other issues as are pertinent to the specific situation.

4. Waiting List: All Contractors who provide services for the treatment of substance use disorders shall maintain a waiting list in the form and manner required by the Department.

5. Local Mental Health Authorities: A Contractor who has been designated a Local Mental Health Authority by the Commissioner, shall have the responsibility to collect, enter into the Department-designated database, and audit the data necessary to carry out its oversight function. Such a Contractor shall incorporate analogous language into any subcontracts under this contract with any of its affiliate agencies so that such subcontractors also have the responsibility to collect and enter the necessary information.

6. Client Advisory Mechanisms: Contractor shall maintain effective mechanisms for client advisory input to the Contractor's governing body.

7. Grievance Procedures:

- a. The Contractor shall maintain a formal grievance procedure that is acceptable to the Department to address the complaints of persons requesting or receiving services under this contract. The Contractor shall designate a Client Rights Officer to manage the grievance process. Within available resources, the Department will provide training and technical support in grievance process management.
- b. The Contractor shall prominently display a summary of the grievance procedure in areas that are easily accessible to clients. Such summary shall include the name and telephone number of the Client Rights Officer and the toll free telephone number of the Department's Client Rights and Grievance Office.

8. Response to Patient Care Questions: The Contractor shall respond to all patient care questions from the Department within twenty-four (24) hours during the work week and by Tuesday at 10:00 A.M. for all inquiries arising during the weekend.

9. Person-Centered and Recovery-Oriented Services:

- a. The Contractor shall provide mental health and substance use disorder services that are person-centered (defined as individualized care and supports chosen by the person in recovery to meet his or her unique needs) and incorporate recovery values and principles as specified in the Department's Recovery Standards and Guidelines, including but not limited to:
 - 1. culturally competent services that are responsive to the needs of individuals from diverse racial, ethnic and cultural groups;
 - 2. services that are responsive to differences in gender;
 - 3. services that are sensitive and responsive to the needs of men and women who may have experienced trauma; and
 - 4. services that are responsive to the needs of individuals that have co-occurring mental illness and substance use disorders;
- b. The Contractor agrees to furnish the Department with any information the Department deems necessary for the purpose of assessing the Contractor's compliance with this provision.

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

11. Third Party Beneficiary: This Contract is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.

12. Professional Responsibility: Contractor shall be responsible for all individual treatment decisions and for the care rendered by the Contractor to the recipients. In cases where the Department and the Contractor have acted jointly to make treatment decisions, neither party is liable for the acts or omissions of the other. Consultation with, and/or recommendations from the Department about an individual's treatment, without more, do not constitute joint decision making.

13. Medicaid Administrative Activities: Contractors designated in Part I of this Contract perform certain administrative activities that meet the activity definitions/descriptions specified by the Department and subject to Office of Management and Budget (OMB) Circular A-122 and 45 CFR Parts 74 and 95, in addition to the Cost Standards as provided for in Part II C. 1., all as may be amended from time to time. Such activities are potentially eligible for reimbursement to the State of Connecticut under the Department's Medicaid Administrative Claiming Program. Such designated Contractors shall:

- a. Identify all Contractor's staff on a quarterly basis that potentially perform Medicaid administrative activities in a form and manner specified by the Department;
- b. Inform all Contractor's staff of the requirements of the Department's Medicaid Administrative Claiming Program;
- c. Require Contractor's staff selected for quarterly random sampling phone calls by the Department or its agent to respond to such phone polling within forty-eight (48) hours and
- d. Provide Medicaid eligibility information to the Department as requested.

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

Contractor Name: SUPPORTIVE ENVIRONMENTAL LIVING FACILITY, INC.
 Address: 4 JOHN STREET
 City: WATERBURY, CT 06708
 Contract Period: July 1, 2011 - June 30, 2012
 Amendment #:

Contract #: 12MHA2170AA
 FEIN: 06-1240040
 Region: 5
 Effective Date: 7/1/2011

Program Name	DDaP Code	CORE CT Code	Level of Care	Old SID	New SID	Funding Amount
GERIATRIC SUPV APTS	L560518252	43061	MH Supervised Apartments	022	12157	\$189,444
GERIATRIC SUPV APTS	L560518252	43061	MH Supervised Apartments	12330	12330	\$81,633
GERIATRIC SUPV APTS	L560518252	43061	MH Supervised Apartments	606	16053	\$410,451
RESIDENTIAL SUPPORT	L560518260	43062	MH Residential Support	606	16053	\$264,484
SUPERVISED APTS	L560518251	43061	MH Supervised Apartments	606	16053	\$486,929
Total						\$1,432,941

Source of Funds	Fed. CFDA #	Old SID	New SID	Funding Amount
State		022	12157	\$189,444
State		12330	12330	\$81,633
State		606	16053	\$1,161,864
Maximum Financial Compensation:				\$1,432,941

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. **"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.

13. "Services" shall mean the performance of Services as stated in Part I of this Contract.
14. "State" shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
15. "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.** The Agency or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance 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.
2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** Effective January 1, 2007, 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. Such Cost Standards shall apply to:
 - (a) all new contracts effective on or after January 1, 2007;
 - (b) all contract amendments modifying funding, effective on or after January 1, 2007;
 - (c) all contracts in effect on or after July 1, 2007.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the

Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of the Contract and the 180 days following its date of Termination and/or Cancellation, the Contractor shall submit to the Agency copies of the following within thirty (30) days after having filed them:
- (a) its most recent IRS Form 990 submitted to the federal 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.
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 is 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 termination of this Contract.
 - (c) 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.
 - (d) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
 - (e) 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 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.

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; (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. Encryption of Data.

- (a) The Contractor, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture ("EWTA") or such other method as deemed acceptable by the Agency. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time. The EWTA domain architecture documents can be found at <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>.
- (b) In the event of a breach of security or loss of State data, the Contractor shall notify the Agency and the OAG as soon as practical but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss that such data has been comprised through breach or loss. The requirements of this section are in addition to those that may apply under Part II, Section E.

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.

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

I. 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 Connecticut Attorney General.
- (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 Termination 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 Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate 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. 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.12, 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 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 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 or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

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

¹ The effective date of the HITECH Act is February 17, 2010.

- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section

of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two 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 and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(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 (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely

responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel 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) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure 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, 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;
- (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and

"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

- (d) 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.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is
- (1) a political subdivision of the state, including, but not limited to, a municipality,
 - (2) a quasi-public agency, as defined in C.G.S. § 1-120,
 - (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 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).

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. **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:

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

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

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.

9. **Non-smoking.** If the Contractor is an employer subject to C.G.S. § 31-40q, the Contractor shall provide the Agency with a copy of its written rules concerning smoking. Evidence of compliance with C.G.S. § 31-40q must be received prior to Contract approval by the Agency.

10. **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.

Original Contract
 Amendment # _____
(For Internal Use Only)


SIGNATURES AND APPROVAL

The Contractor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

Supportive Environmental Living Facility, Inc.

Contractor (Corporate/Legal Name of Contractor)


Signature (Authorized Official)

June 13, 2011

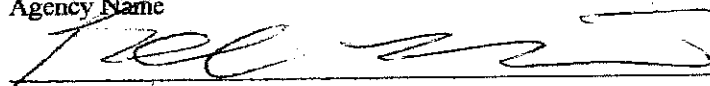
Date

Frank A. Damiano, Executive Director
(Typed/Printed Name and Title of Authorized Official)

Agency

Department of Mental Health and Addiction Services

Agency Name


Signature (Authorized Official)

Date

Paul J. D. Leo, MS FACHE Acting
Patricia A. Rehmer, MSN, Commissioner
(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General

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

Signature

Date

Assistant/ Associate Attorney General

RESOLUTION PAGE

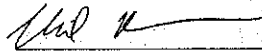
RESOLUTION SECTION:

I hereby certify that at a meeting of the Board of Directors of Supportive Environmental Living Facility, Inc. duly called and held on May 19, 2015 at Waterbury, Connecticut the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect.

RESOLVED: That Michael Andronaco, the Executive Director of Supportive Environmental Living Facility, Inc., or Gina M. Petrokaitis, the Chairperson of the Board of Directors of Supportive Environmental Living Facility, Inc., is authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut.

ATTESTATION SECTION:

June 8, 2015



Certifying Official

Seal

Michael Andronaco
Typed Name of Certifying Official

Executive Director
Title of Certifying Official

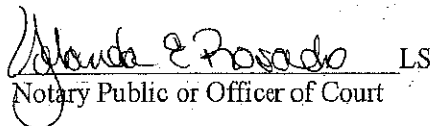
NOTARIZATION SECTION:

STATE OF CONNECTICUT

County of New Haven

Personally appeared before me this 8th day of June, 2015, Michael Andronaco, Executive Director of Supportive Environmental Living Facility, Inc., and made oath that the above is a true copy from the records of the Corporation.

9-30-2017
Expiration Date of Notary Public



Notary Public or Officer of Court

Yolanda E. Rosado
Printed-Name of Notary or Officer of the Court



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

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

INSTRUCTIONS:

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

CERTIFICATION:

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

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

Supportive Environmental Living Facility, Inc.
Contractor Name

Department of Mental Health and Addiction Services
Awarding State Agency

Miriam Delphin-Rittmon 6/22/15
State Agency Official or Employee Signature Date

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

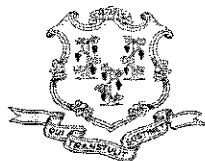
Sworn and subscribed before me on this 22nd day of June 2015

[Signature]
Commissioner of the Superior Court
or Notary Public

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

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



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

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Health Care Access

February 8, 2016

VIA FACSIMILE ONLY

Michael Andronaco
Executive Director
Supportive Environmental Living Facility, Inc.
47 Pierpont Street
Waterbury, CT 06708

RE: Certificate of Need Determination Report Number 16-32064-DTR
Establishment of Mental Health Residential Living Center

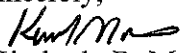
Dear Mr. Andronaco:

On January 28, 2016, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Supportive Environmental Living Facility, Inc. ("Petitioner") with respect to the establishment of a mental health residential living center.

The Petitioner is a nonprofit that seeks to establish a Private Freestanding Mental Health Residential Living Center at 159 Old Boundline Rd., Wolcott, Connecticut. The Petitioner will provide adults with mental health needs, specifically a major Axis I diagnosis, an option to live in the community setting of their choice by offering an array of residential services that are individualized according to need. The Petitioner has a contract with, and receives requests for services from, the State of Connecticut Department of Mental Health and Addiction Services.

Pursuant to Conn. Gen. Stat. § 19a-638(a)(1), a certificate of need is required for the "establishment of a new health care facility". Conn. Gen. Stat. § 19a-630(11) defines a health care facility as "(G) mental health facilities..." However, Conn. Gen. Stat. § 19a-638(b)(14) provides an exception for "any nonprofit facility, institution or provider that has a contract with...a state agency..." Since the Petitioner is a nonprofit that has a contract to provide services for the State of Connecticut Department of Mental Health and Addiction Services, a **CON is not required** for the Petitioner's proposal.

Sincerely,


Kimberly R. Martone
Director of Operations

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



Phone: (860) 509-8000 • Fax: (860) 509-7184 • VP: (860) 899-1611
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Affirmative Action/Equal Opportunity Employer

* * * COMMUNICATION RESULT REPORT (FEB. 8. 2016 2:51PM) * * *

FAX HEADER:

TRANSMITTED/STORED : FILE MODE	FEB. 8. 2016 2:50PM OPTION	ADDRESS	RESULT	PAGE
468	MEMORY TX	912037554043	OK	2/2

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

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



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

FAX SHEET

TO: MICHAEL ANDRONACO

FAX: (203) 755-4043

AGENCY: SUPPORTIVE ENVIRONMENTAL LIVING FACILITY, INC.

FROM: OHCA

DATE: 2/7/16

NUMBER OF PAGES: 2
(including transmittal sheet)

Comments: DN: 16-32064-DTR

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001

Fax: (860) 418-7053

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