



President
Marly J. LeBeau

Chief Executive Officer
Joseph B. Riker

June 1, 2017

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
Division of The Department of Public Health
410 Capitol Ave., MS#13HCA
Hartford, CT 06134

Dear Ms. Martone:

Enclosed please find Connecticut Renaissance's request or a CON Determination.

Please contact me or outside counsel copied below with any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "J. B. Riker", is written over a faint, larger version of the signature.

Joseph B. Riker
Chief Executive Officer

Enclosures

Cc: Mr. Stephen M. Cowherd, Pullman & Comley



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	CT Renaissance, Inc.	
Doing Business As		
Name of Parent Corporation		
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	350 Fairfield Ave, Suite 701 Bridgeport, CT 06604	
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	
Contact Person at Facility , including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	Joseph Riker, CEO	

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	350 Fairfield Ave, Suite 701 Bridgeport, CT 06604	
Contact Person's Telephone Number	(203) 336-5225 Ext 2220	
Contact Person's Fax Number	(203) 336-2851	
Contact Person's e-mail Address	jriker@ctrenaissance.com	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title: Waterbury OP SA and MH Clinic
- b. Estimated Total Project Cost: \$ 5,000
- c. Location of proposal, identifying Street Address, Town and Zip Code:
161 North Main St., Waterbury, CT 06702
- d. List each town this project is intended to serve:
Waterbury
- e. Estimated starting date for the project: July 1, 2017

SECTION IV. PROPOSAL DESCRIPTION

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

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

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)


Petitioner: Connecticut Renaissance, Inc.

Project Title: Waterbury Outpatient Clinic

I, Joseph Riker, CEO
(Name) (Position – CEO or CFO)

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

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

 June 1, 2017
Signature Date

Subscribed and sworn to before me on June 1, 2017


Notary Public/Commissioner of Superior Court

My commission expires: JOEL FELDHEIM
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/30/2019

Connecticut Renaissance, Inc. (the "Agency") is a non-profit, multiservice agency that provides mental health, substance abuse, adolescent/family and community release services to Connecticut residents. The Agency is submitting this CON Determination in connection with its proposal to open a clinic for Substance Abuse and Mental Health Outpatient Treatment for adults at the 161 North Main St, Waterbury CT location.

The Agency currently holds CT Department of Public Health ("DPH") licenses to operate facilities for Substance Abuse and Mental Health Outpatient Treatment in the following locations: Waterbury (466 West Main St, and 70 Central Ave), Bridgeport (1 Lafayette Circle, 1120 Main St and 115 Middle St), Norwalk (4 Byington Pl and 17 High St) and Stamford (141 Franklin St). The Agency will apply for DPH licenses covering Substance Abuse and Mental Health Outpatient Treatment for the proposed location at 161 North Main Street, Waterbury.

The proposed outpatient clinic will serve adults who are in need of substance abuse and mental health treatment. The target population also includes people who are transitioning from inpatient/residential substance abuse/mental health treatment programs and who need further treatment on an outpatient basis.

Copies of Connecticut Renaissance's DPH licenses are attached. Also attached is a copy of Connecticut Renaissance's current primary contract with DMHAS which list our DMHAS funded programs. Connecticut Renaissance also operates DPH licensed programs for the Judicial Branch's Court Support Services Division ("CSSD") and well as the Connecticut Department of Children and Families ("DCF") licensed programs for DCF and CSSD.

Based on the foregoing, the Agency respectfully requests that OHCA determine that the opening of the proposed outpatient clinic is exempt from Con approval pursuant to Connecticut General Statutes Section 19a-638(b)(14).

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0380

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Patrick F. McAuliffe Center is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Patrick F. McAuliffe Center is located at 70 Central Ave, Waterbury, CT 06702 with:

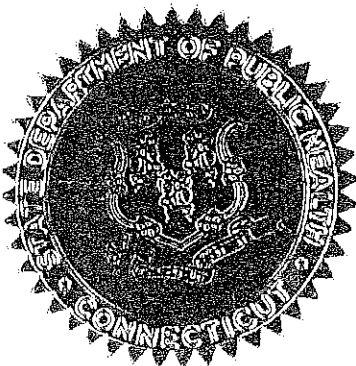
Joseph B. Riker as Executive Director.

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

20 Intensive Treatment Beds
Outpatient Treatment

This license expires **September 30, 2018** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2016. **RENEWAL**



Raul Pino, MD, MPH
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0449

Psychiatric Outpatient Clinic for Adults

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Patrick F. McAuliffe Center is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Patrick F. McAuliffe Center is located at 70 Central Ave, Waterbury, CT 06702 with:

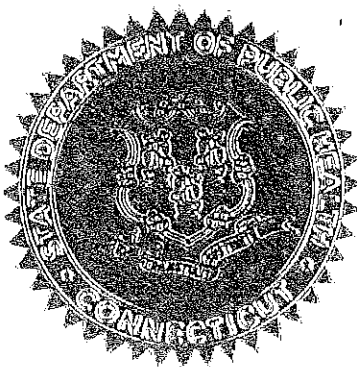
Joseph B. Riker as Executive Director,
Jessica Gaffney as Director.

This license expires **September 30, 2020** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2016. **RENEWAL**

License revised to reflect:

Change of Director Eff: 3/7/16



Raul Pino, MD, MPH
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0241

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT d/b/a Renaissance West is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Renaissance West is located at 466 West Main St, Waterbury, CT 06702 with:

Joseph B. Riker as Executive Director.

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

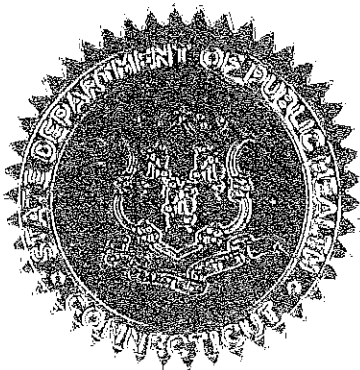
50 Intermediate and Long Term Treatment and Rehabilitation Beds
Outpatient Treatment

This license expires **June 30, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2017. **RENEWAL**



Raul Pino, MD, MPH
Commissioner



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0350

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 1 Lafayette Square, Bridgeport, CT 06604 with:

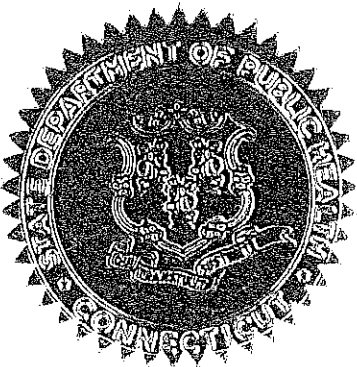
Joseph B. Riker as Executive Director.

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

Outpatient Treatment

This license expires **September 30, 2018** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2016. **RENEWAL**



A handwritten signature in black ink, appearing to read "Raul Pino".

Raul Pino, MD, MPH
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0412

Psychiatric Outpatient Clinic for Adults

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Connecticut Renaissance, Inc. is located at 1 Lafayette Square, Bridgeport, CT 06604 with:

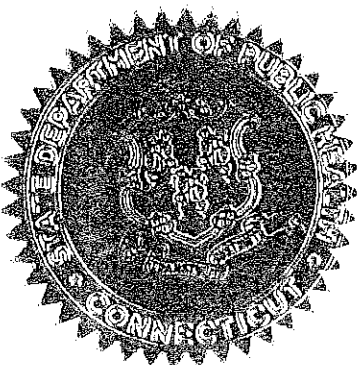
Joseph B. Riker as Executive Director,
Joy N. Pendola as Director.

This license expires **September 30, 2020** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2016. **RENEWAL**



Raul Pino, MD, MPH
Commissioner



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0327

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 4 Byington Place, Norwalk, CT 06852 with:

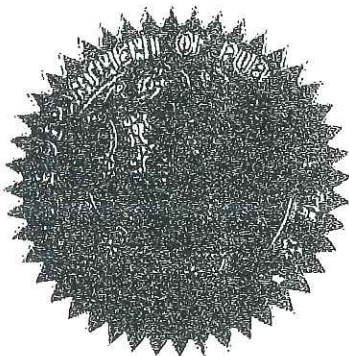
Joseph B. Riker as Executive Director.

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

Outpatient Treatment

This license expires **September 30, 2017** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2015. **RENEWAL**



A handwritten signature in cursive script that reads "Jewel Mullen" followed by a small mark.

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0384

Psychiatric Outpatient Clinic for Adults

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

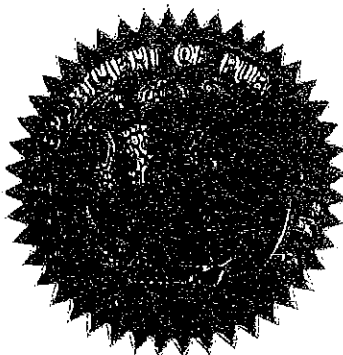
Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. Outpatient is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Connecticut Renaissance, Inc. Outpatient is located at 4 Byington Place, Norwalk, CT 06852 with:

Joseph B. Riker as Executive Director,
Melodie Keen as Director.

This license expires **September 30, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2015. **RENEWAL**



A handwritten signature in cursive script that reads "Jewel Mullen" followed by a date "10/1/15".

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0188

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

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

Connecticut Renaissance, Inc of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 141 Franklin St, Franklin Commons, Stamford, CT 06901 with:

Joseph B. Riker as Executive Director.

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

Outpatient Treatment

This license expires **December 31, 2017** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2016. **RENEWAL**



A handwritten signature in cursive script that reads "Jewel Mullen, MD, MPH, MPA".

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. C-0266

Psychiatric Outpatient Clinic for Adults

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

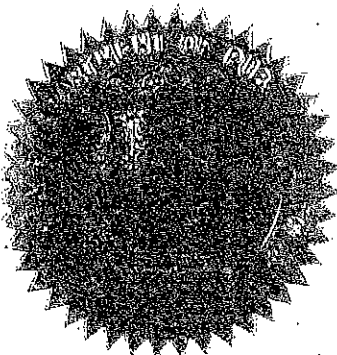
Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Connecticut Renaissance, Inc. is located at 141 Franklin St, Franklin Commons, Stamford, CT 06901 with:

Joseph B. Riker as Executive Director,
Melodie Keen as Director.

This license expires **December 31, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2016. **RENEWAL**



A handwritten signature in cursive script that reads "Jewel Mullen MD".

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0419

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

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

Connecticut Renaissance, Inc., of Bridgeport, CT d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 17 High St, Norwalk, CT 06851 with:

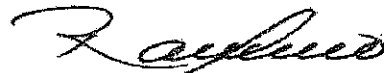
Joseph B. Riker as Executive Director.

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

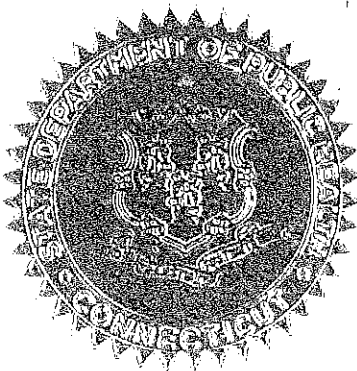
Outpatient Treatment

This license expires **March 31, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, April 1, 2017. **RENEWAL**



Raul Pino, MD, MPH
Commissioner



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0497

Psychiatric Outpatient Clinic for Adults

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. Outpatient is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Connecticut Renaissance, Inc. Outpatient is located at 17 High St., Norwalk, CT 06851 with:

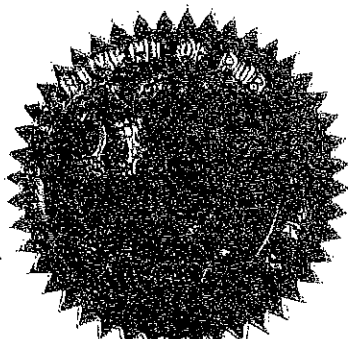
Joseph B. Riker as Executive Director,
Rebecca A. True, LCSW as Director.

This license expires **March 31, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, April 1, 2015.

License revised to reflect:

Change of Executive Director Eff. 6/12/15



Jewel Mullen MD

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0332

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT, d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 1120 Main St, Bridgeport, CT 06604 with:

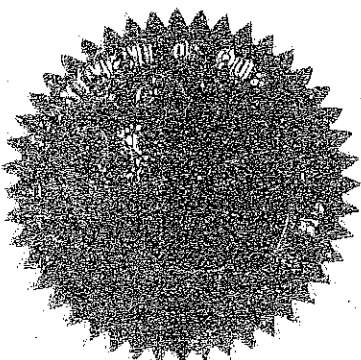
Joseph B. Riker as Executive Director.

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

Outpatient Treatment

This license expires **December 31, 2017** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2016. **RENEWAL**



Jewel Mullen MD

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0386

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

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

Connecticut Renaissance, Inc. of Bridgeport, CT d/b/a Connecticut Renaissance, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Connecticut Renaissance, Inc. is located at 115 Middle St, Bridgeport, CT 06604 with:

Joseph B. Riker as Executive Director.

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

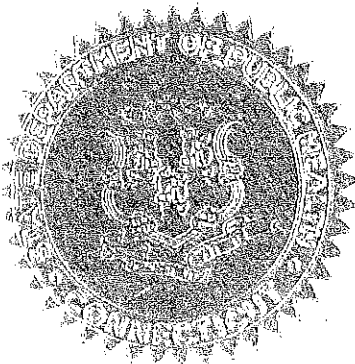
Outpatient Treatment

This license expires **June 30, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2017. **RENEWAL**



Raul Pino, MD, MPH
Commissioner





Original Contract:	18MHA2007
Amendment:	-
Max Contract:	\$6,328,662
DMHAS Contact:	Christine Caminito
Contact Telephone:	(860) 418-6841

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
 ("POS", "Contract" and/or "contract")
 Revised September 2013

The State of Connecticut Department of Mental Health and Addiction Services

Street: 410 Capitol Avenue

City: Hartford State: CT Zip: 06134

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

Contractor's Name: Connecticut Renaissance, Inc.

Street: 350 Fairfield Avenue, Suite 701

City: Bridgeport State: CT Zip: 06604

Tel#: (203-336-5225) FEIN/SS#: 06-0854288

("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 July 1, 2017 through June 30, 2020
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § <u>17a-450</u> and <u>17a-451</u> 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:	DMHAS Contracts Administration 410 Capitol Avenue Hartford, CT 06134	If to the Contractor:	Connecticut Renaissance, Inc. 350 Fairfield Avenue Suite 701 Bridgeport, CT 06604 Attn: Joseph Riker
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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

The Contractor shall provide the following specific services for the program(s) delineated below 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.

A. SCOPE OF SERVICES AND CONTRACT PERFORMANCE

1. SUMMARY OF PROGRAMS

Program Name	Program Type	DDAP #	Contracted # of Residential Beds	Contracted Non-Res Capacity (monthly unduplicated)	Program Address	Hours of Operation
Waterbury East	Residential Services: Intermediate/Long Term Addiction	A301102301144	13	-	31 Wolcott Street Waterbury, CT 06702	24/7 Continuous Operations
Waterbury West (CSSD)	Residential Services: Intermediate/Long Term Addiction	A301102301700	50	-	466 West Main Street Waterbury, CT 06702	24/7 Continuous Operations
McAuliffe House	Residential Services: Intensive Addiction Enhanced	A301102301752	20	-	70 Central Avenue Waterbury, CT 06702	24/7 Continuous Operations
Norwalk Outpatient	Outpatient Clinical Services: Addiction Standard	A301102301730	-	95	4 Byington Place Norwalk, CT 06852	M-Th: 9AM-8PM F: 9AM-5PM
TOTAL CAPACITY			83	95		

2. SUMMARY OF FUNDING

Program Name	DDAP #	Chartfield 2	Total Contract	SFY18 Annual	SFY19 Annual	SFY20 Annual
Waterbury East	A301102301144	MHA06805	\$83,457	\$27,819	\$27,819	\$27,819
Waterbury West (CSSD)	A301102301700	MHA06801	\$4,021,350	\$1,340,450	\$1,340,450	\$1,340,450
McAuliffe House	A301102301752	MHA06807	\$1,511,652	\$503,884	\$503,884	\$503,884
Norwalk Outpatient	A301102301730	MHA06803	\$712,203	\$237,401	\$237,401	\$237,401
TOTALS			\$6,328,662	\$2,109,554.00	\$2,109,554.00	\$2,109,554.00

3. SCOPES OF SERVICES

1. OUTPATIENT CLINICAL SERVICES: Addiction Standard

- a. The Contractor shall provide outpatient services to individuals age eighteen (18) or older who have severe and persistent psychiatric disorders, or substance use disorders, or co-occurring severe and persistent 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.
- b. Specifically, the Contractor shall:
 - 1. Provide Outpatient services licensed and operated in accordance with state requirements;

2. Maintain appropriately licensed/credentialed professionals to evaluate, diagnose and treat individuals in regularly scheduled clinical visits, and nonscheduled visits as needed, and shall provide individualized, rehabilitation-oriented and culturally competent services;
3. Conduct evaluations and diagnostic assessments, bio-psycho social histories including identification of strengths and recovery supports, a synthesis of the assessments and history that results in the identification of treatment goals;
4. Develop, with the individual, an individualized treatment plan that facilitates the development of self management skills for the identified disorders, improves the individual's level of functioning, reflects the choices of the individual, and helps them avoid decompensation and hospitalization;
5. Provide an array of outpatient interventions that include at a minimum long-term and short-term individual and group therapy, medication prescription and medication management as needed by individuals;
6. Facilitate linkages to and use of community recovery supports;
7. Facilitate integration into the community environment where the individual is located and enhance the individual's participation in their community;
8. Provide services to the individual's family that are supportive of the individual's treatment;
9. Review each individual's treatment plan at least quarterly. For Intensive Outpatient (IOP) services and Partial Hospital Outpatient (PHP) services, treatment plan reviews shall occur no less frequently than weekly; and
10. Complete a discharge form for each individual who is not active in treatment.

c. The Contractor shall provide the following type(s) of Outpatient Services:

Substance Abuse Standard Outpatient (OP) services: Individuals receiving services must have a substance use, or co-occurring substance use and psychiatric disorder.

d. The contractor shall provide the specified Outpatient Service(s) to the following population groups:

1. Develop and provide culturally and linguistically competent treatment services, interventions recovery supports designed to meet the unique needs of the identified target population.
2. Develop culturally and linguistically specific approaches and outreach efforts that will result in greater access to and compliance with services for the identified target population:
3. Implement training, supervision and practices necessary to provide culturally and linguistically competent services:
4. Establish linkages with organizations that provide other supportive and medical services to the target population in order to facilitate referral to such services and support ongoing recovery:
5. Collaborate with other service providers relevant to the target population.

e. The services shall be provided at the following location, with the client capacities and hours of operation described below:

Location	Capacity	Hours of Operation
SEE PART I, SECTION A		

f. The contractor services shall meet the required utilization rate for those outpatient treatment services. Outpatient treatment services shall be measured by the number of clients in treatment as reported to the department's information system and in the required monthly service reports. Such information shall be verified by the department. The minimum acceptable utilization rate for outpatient programs is 90% of the total program capacity as indicated in section e. above. Utilization for all funded treatment services shall be computed based on total program capacity.

g. The Contractor shall implement the programs and services described herein to result in the following outcomes on behalf of clients. 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, in observations through site visits

and/or in the required monthly service reports. The Department's client outcome indicators for the Contractor's funded services are as follows:

PERFORMANCE OUTCOME MEASURES

SUBSTANCE ABUSE STANDARD OUTPATIENT SERVICES

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 75% of individuals served annually will maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF) or Modified Global Assessment of Functioning Scale (MGAF).
6. Individuals will improve or maintain their living situation.	At least 95% of individuals served annually will improve or maintain their living situation.
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 be effectively engaged in Outpatient treatment.	At least 75% of individuals served will have at least two (2) services within thirty (30) days of admission to the program.
9. Individuals will successfully complete treatment.	At least 50% of individuals discharged will have substantially completed the objectives identified on their recovery plans.
10. Individuals will not be involved in new arrests.	At least 75% of individuals served annually will have had no new arrests.
11. Individuals will reduce or eliminate substance use.	At least 55% of individuals served annually will have reduced or eliminated substance use.
12. Individuals will maintain or improve their employment status.	At least 50% of individuals served annually will maintain or increase their amount of competitive employment.

2. RESIDENTIAL SERVICES: INTENSIVE ADDICTION- ENHANCED

- a. The Contractor shall provide Intensive Residential-Enhanced Addiction treatment services to individuals age eighteen (18) or older who have co-occurring psychiatric and substance use disorders for which Intensive Residential-Enhanced Addiction treatment is clinically appropriate (hereinafter "individual" or

"Individual" which shall have the same meaning as "Client" as defined in Part II, Section A.5 of this contract).

1. Intensive Residential-Enhanced Addiction Treatment is defined as medically necessary, residential behavioral health services delivered in a 24 hour facility that meets and maintains all applicable licensing and certification requirements of federal and state statutes or regulations pertaining to Intensive Residential Treatment, as such are defined in Department of Public Health code 19a-495-570. The Contractor shall provide enhanced co-occurring substance use disorder services in accordance with requirements designated by the Department for individuals with co-occurring substance use and psychiatric disorders who require integrated intensive rehabilitation services.
 2. The anticipated length of stay for individuals utilizing this level of care shall not exceed forty-five (45) days and shall include a minimum of thirty (30) hours of treatment substance use disorder services each week for any Individual residing in the program for longer than seven (7) days.
 3. Specific Intensive Residential-Enhanced Addiction Treatment programs, locations, capacities and hours of operation to be provided by the Contractor under the terms of this contract, are delineated in Part I, Section A.1 (Summary of Programs).
 4. If under the terms of this contract and as identified in Part I, Section A.1, the Contractor receives Judicial Branch, Court Support Services Division (CSSD) and/or Department of Correction (DOC) referrals, the Contractor must be in compliance with the federal Prison Rape Elimination Act, Community Confinement Standards (28 C.F.R. pt. 115).
- b. Specifically, the Contractor shall:
1. Maintain and adhere to an agency mission statement or policy that is inclusive of individuals with co-occurring psychiatric and substance use disorders;
 2. Maintain state licensure necessary to provide both mental health and addiction treatment services;
 3. Not discharge an individual from services solely on the basis of relapse or non-adherence to medication;
 4. Provide services to individuals who:
 - a. Have severe psychiatric and severe substance use disorders, including Individuals with schizophrenia-spectrum disorders, severe mood disorders with psychotic features or severe anxiety or personality disorders;
 - b. Have moderate to severe impairments, including those who may be on chemical maintenance or psychotropic medication. Individuals admitted shall have significant functional impairment in several areas including capacity to manage finances, employment, relationships and social interactions as a result of substance use and a psychiatric disorder, with a significant history of substance use relapse, and evidence of continued impairment; and/or
 - c. May be actively using substances, and/or have a history of suicidality.
 5. Ensure staffing includes:
 - a. A staff member, in addition to a prescriber, who holds a professional license in the mental health services field;
 - b. A staff member who holds a professional license in the addiction services field;
 - c. A clinical supervisor who is licensed or certified in either the addictions or mental health fields; and
 - d. A clinical director who is a licensed master's degree (or higher) professional in either the addiction or mental health fields.
 6. Complete the Department approved mental health and substance use screening instruments for each individual admitted;
 7. Complete integrated and comprehensive assessments, that include at a minimum, psychiatric, substance use and trauma history, the interaction between the individual's psychiatric symptoms and substance use, the individual's stage of change for both disorders, strengths, and current symptoms;
 8. Document both psychiatric and substance use diagnoses for each individual;
 9. Develop and implement, with each Individual, a recovery plan that uses the Individual's strengths and existing recovery resources, and takes into consideration the co-occurring conditions, and the stage of change for each disorder to address identified needs. Plans shall focus on the recovery potential of the Individual, set recovery goals identified by the Individual related to any co-occurring disorder, as well

- as medical conditions as appropriate, and use stage of change-appropriate interventions for goals related to each disorder as appropriate. Plans shall provide detailed information on goals, objectives, tasks, and interventions, and shall identify the Individual responsible and time frames for accomplishment;
10. Complete a review of the recovery plan and determine the appropriateness of the placement every thirty (30) days and revise as appropriate;
 11. Provide a minimum of thirty (30) hours per week of concurrent substance abuse and psychiatric disorder treatment that is stage of change and diagnoses specific including the prescription and administration of appropriate psychotropic medications even when individuals are actively using substances;
 12. In accordance with the individual's recovery plan, provide treatment that includes at a minimum, cognitive behavioral therapy, relapse prevention planning, motivational interventions, education about the symptoms, course, and treatments for specific psychiatric and substance use disorders, information about the interactive nature of co-occurring psychiatric and substance use conditions;
 13. Provide services that are trauma specific;
 14. Provide psychopharmacologic and substance use pharmacotherapy on-site, except for methadone or buprenorphine, which require specific federal approvals;
 15. Ensure that an on-site prescriber (either a psychiatrist or advanced practice registered nurse), with experience in prescribing for Individuals with co-occurring disorders is available to provide psychiatric evaluation, psychopharmacologic and substance use pharmacotherapy and medication monitoring at a service level sufficient to meet the needs of the population served;
 16. Ensure that the on-site prescriber is available for consultation, to participate in clinical team meetings, and to provide in-services, as needed;
 17. Ensure that decisions are made on a case-by-case basis, after careful consideration of alternative medications, regarding that the adjunctive use of benzodiazepines, addictive pain medications, or non-specific sedatives/hypnotics for individuals with known substance dependence. Medications with substance abuse potential should not be withheld from carefully selected individuals who demonstrate specific beneficial responses to them without signs of misuse;
 18. Provide for peer support on-site or through collaborations, including at a minimum, alumni groups, recovery groups at recovery centers, or linkage to 12-step groups welcoming to people with co-occurring disorders;
 19. Provide an orientation and referrals to self-help programs for identified psychiatric, substance use and co-occurring disorders as appropriate;
 20. Incorporate families and friends into the assessment and treatment processes including at a minimum, family psycho-education, multi-family groups, and family therapy that focuses on co-occurring disorders;
 21. Display, distribute and utilize educational materials addressing both psychiatric and substance use disorders;
 22. Conduct discharge planning that addresses any co-occurring substance use and mental health disorders as needed; make confirmed referrals that help ensure the continuation of appropriate treatment, and facilitates connections to recovery resources and community supports;
 23. Connect individuals with recovery support services at discharge;
 24. Incorporate the Department's approved staff competencies for providing services to individuals with co-occurring disorders into human resource policies and staff training plans;
 25. Ensure the attainment of these staff competencies, and maintain documentation in the personnel files that includes, at a minimum, one of the following: recognized credentials from the Connecticut Certification Board, National Association Of Social Workers, American Psychological Association's College Of Professional Psychology, American Society Of Addiction Medicine, or American Academy Of Addiction Psychiatry for providing services to individuals with co-occurring disorders or the equivalent in training and experience. Documentation must also include copies of staff evaluations, training certificates, related credentials, verified employment history, and clinical supervision that documents development and maintenance of competencies to serve individuals with co-occurring disorders;

26. Maintain a written training plan and schedule used to assist staff in maintaining and enhancing their competencies to provide services to individuals with co-occurring disorders. The plan shall include training in specialized treatment approaches and pharmacotherapies;
27. Conduct on-site, documented face-to-face clinical supervision that includes a focus on co-occurring disorders a minimum of two (2) hours every four (4) weeks worked for staff without a professional license. One of these hours may be in a group supervision format. Licensed (non-medical, non-prescribing) direct care staff shall receive at least one hour of face-to-face clinical supervision for every four weeks worked in either a group or individual format;
28. Maintain a written quality assurance procedure, and evidence of its use, to identify the percentage of individuals with co-occurring disorders and outcome indicators including, at a minimum, critical incidents, level of functioning, treatment completion, and improvements since admission; and
29. Maintain a written procedure for monitoring adherence to the aforementioned co-occurring enhanced requirements;
30. Provide the following for all individuals referred from CSSD or DOC:
 - a. Evaluations for referrals at sites that may include courts, probation offices and correctional facilities within two (2) weeks of the date of the referral.
 - b. Letters to the referral source within two (2) business days of the evaluation informing them of the individual's appropriateness or inappropriateness for individual substance abuse treatment services and, when possible, a date a bed will be available.
 - c. Transportation for individuals to and from court appearances, off-site evaluations and community programs.
 - d. Use of security procedures that include regular and random searches of individuals served and their personal possessions, as well as visitation policies that require screening of visitors and searches of any packages they may attempt to bring into the individual facility.
 - e. Random urinalysis testing on individuals at least once per week; immediately notify the referral source of any positive results.
 - f. Intervention plans and sanctions in consultation with the referral source.
 - g. Access to medical services including access to emergency medical care on a 24-hour basis.
 - h. Discharge planning and confirmed referrals to appropriate aftercare services in collaboration with the referral agent based on individual's needs.
 - i. Immediate telephone notification to the referral source when an individual leaves services against medical advice; written notice within 24 hours.
 - j. Reports, including but not limited to, monthly reports and letters to the appropriate referral sources and the court regarding an individual's status and progress; and routine statistical reports regarding admissions, discharges, services provided, utilization management and wait list management information.
 - k. At the request of the referral source, appearances at court proceedings.
- c. The Contractor shall provide services which meet the required utilization rate for intensive residential substance abuse treatment 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 the required monthly service reports. Such information shall be verified by the Department.

The minimum acceptable utilization rate for residential programs is 90% of the maximum attainable number of service days as determined by multiplying the capacity for each funded program as stated in Part I, Section A.1 by 365. Utilization for all funded treatment services shall be computed based on total capacity.

d. Performance Outcomes

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, in observations through site visits and/or in any other required reports. The Department's outcome indicators for the Contractor's funded services are as follows:

PERFORMANCE OUTCOME MEASURES

INTENSIVE RESIDENTIAL TREATMENT – ENHANCED

OUTCOMES	MEASURES
1. Contractor will meet reporting requirements in a timely manner.	Department required data will be submitted to the Department's 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 Department's 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 75% of individuals served annually will maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF) or Modified Global Assessment of Functioning Scale (MGAF).
5. Individuals will successfully complete treatment.	At least 50% of individuals discharged will have substantially completed the objectives identified on their recovery plans.
6. Individuals will receive follow-up care promptly.	At least 90% of individuals who have successfully completed treatment will have at least one (1) residential admission or two (2) outpatient services within thirty (30) days of discharge.
7. Individuals will avoid readmission to the same or higher level of care.	No more than 15% of individuals who have been discharged will be readmitted to the same or higher level of care within thirty (30) days.
8. Individuals will reduce or eliminate substance use.	At least 70% of individuals served annually will have reduced or eliminated substance use.

3. RESIDENTIAL SERVICES: INTERMEDIATE AND LONG TERM TREATMENT

- a. The Contractor shall provide intermediate / long term residential treatment services to individuals age eighteen (18) or older who are either medically indigent or who have been referred from the Court Support Services Division (CSSD) of the State of Connecticut Judicial Department or from the Department of Correction (DOC) and who have a substance use disorder for which intermediate or long term residential treatment is clinically appropriate. 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. Intermediate or long-term treatment is defined as a medically necessary, residential behavioral health service delivered in a facility that meets and maintains all applicable licensing and certification requirements of federal and state statutes or regulations pertaining to intermediate or long-term treatment. Intermediate/long term residential treatment shall be delivered in a 24-hour setting to treat individuals with significant problems with his or her behavior and functioning in major life areas due to a substance use disorder and who require an extended rehabilitation program and assistance with reintegration of such individuals into the community. Intermediate/long term treatment shall be delivered within a period not to exceed ninety (90) days and shall include a minimum of twenty (20) hours of substance use disorder services per week.

b. Specifically, the Contractor shall:

1. Perform an initial intake evaluation, including screening for a co-occurring psychiatric disability;
2. Conduct a bio-psychosocial assessment;
3. Develop a recovery plan with each individual;
4. Provide a minimum of twenty (20) hours of substance use disorders services per week, which can include attending General Educational Development (GED) classes and attending English as a Second Language classes;
5. Provide an orientation and referrals to self-help programs;
6. Conduct discharge planning that helps ensure the continuation of appropriate treatment;
7. Perform adequate testing for or analysis of drugs of abuse as specified in applicable federal and state statutes and regulations;
8. Provide the following for all individuals referred from CSSD or DOC:
 - a. Evaluations for CSSD referrals at sites that may include courts, probation offices and correctional facilities within two (2) weeks of the date of the referral,
 - b. Letters to the CSSD referral source within two (2) business days of the evaluation informing them of the individual's appropriateness or inappropriateness for intermediate/long term residential substance abuse treatment services and, when possible, a date a bed will be available,
 - c. Transportation for individuals referred from CSSD to and from court appearances, off-site evaluations and community programs,
 - d. Use of security procedures that include regular and random searches of individuals served and their personal possessions, as well as visitation policies that require screening of visitors and searches of any packages they may attempt to bring into the individual facility,
 - e. Random urinalysis testing on all CSSD participants at least once per week; immediately notify the referral source of any positive results,
 - f. Intervention plans and sanctions in consultation with the referral source,
 - g. Access to medical services including access to emergency medical care on a 24-hour basis,
 - h. Discharge planning and confirmed referrals to appropriate aftercare services in collaboration with the CSSD referral agent based on individual's needs,
 - i. Notification of the referral source immediately by telephone whenever an individual referred from CSSD leaves services against medical advice and follow-up with written notice within twenty-four (24) hours,
 - j. Reports, including but not limited to, monthly progress reports and status letters to the appropriate referral sources and the court regarding an individual's status and progress; and routine statistical report regarding admissions, discharges, services provided, utilization management information and wait list management information, and
 - k. Appearances in court upon request of the CSSD referral source.

c. The services shall be provided at the following locations and with the capacity as described below:

Funding Source	Location	Bed Capacity
SEE PART I, SECTION A		

- d. The Contractor shall provide services which meet the required utilization rate for intermediate/long term residential treatment services. The Contractor's service utilization rate shall be measured by the number of bed days utilized as reported to the Department's information system. Such information shall be verified by the Department. The minimum acceptable utilization rate for an intermediate/long term residential treatment program funded by the Department is 90% of the maximum attainable number of bed days as determined by multiplying the bed capacity for each funded program as stated in section C. above by 365. Utilization for all funded treatment services shall be computed based on total program capacity.
- e. 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

INTERMEDIATE AND LONG TERM TREATMENT

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) or Modified Global Assessment of Functioning Scale (MGAF).
5. Individuals will reduce or eliminate substance use.	At least 70% of individuals served annually will have reduced or eliminated substance use.
6. Individuals will successfully complete treatment.	At least 70% of individuals discharged will have substantially completed the objectives identified on their recovery plans.
7. Individuals will receive follow-up care promptly.	At least 90% of individuals who have successfully completed treatment will have at least one (1) residential admission or two (2) outpatient services within thirty (30) days of discharge.
8. Individuals will avoid readmission to the same or higher level of care.	No more than 15% of individuals who have been discharged will be readmitted to the same or higher level of care within thirty (30) days.

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.
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;
- (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 15% 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:

(1) 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.

(2) 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 (TCM): Contractors shall only bill for TCM through the Department and shall not be eligible for reimbursement through any other Medicaid billing system. 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 data 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 1st through February 28th.

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 31st. 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 30th. 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 1st through June 30th.

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 45 days before the end of the State Fiscal Year (May 15th). 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 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 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 for any fee-for-service component operated under 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. § 1352 as quoted in pertinent part below.

Contractor certifies and agrees that:

- (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.

(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.*

(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. above.

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, Regs., Conn. State Agencies §§ 17-226b-1 through 17-226b-7 and §§ 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 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 C.F.R. Parts 74 and 95, in addition to the Cost Standards as provided for in Part II, 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.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

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

B. Client-Related Safeguards.

1. Inspection of Work Performed.

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

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

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

3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. **Contractor Obligations.**

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

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

4. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

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

5. Audit Requirements.

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

6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

- (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
 - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

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

15. Representations and Warranties. Contractor shall:

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

16. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
17. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.
19. **Protection of Personal Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>
- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
 - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and

expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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

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

21. **Litigation.**

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

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

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

1. **Contract Amendment.**

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of

compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

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

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the

cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both;
or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding,

reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party,

including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
- (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered

- Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
 - (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
 - (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
- (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.

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

- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
 - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (i) **Obligations of Covered Entity.**
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) **Term and Termination.**
 - (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) **Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:**
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) **Effect of Termination.**
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(1) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and

(3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

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

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

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

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

6. Freedom of Information.

(a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

(b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form I1 reproduced below:

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



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 42-109. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submissions, 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 sending 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 assisting information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

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

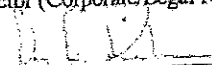
SIGNATURES AND APPROVAL

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

Contractor

Connecticut Renaissance, Inc.

Contractor (Corporate/Legal Name of Contractor)


Signature (Authorized Official)

05-05-2017

Date

Joseph Riker CEO

(Typed/Printed Name and Title of Authorized Official)

Agency

Department of Mental Health and Addiction Services

Agency Name


Signature (Authorized Official)

5/17/17

Date

Miriam Delphin-Rittmon, Ph.D., Commissioner

(Typed/Printed Name and Title of Authorized Official)

Office of the Attorney General (Approved as to form)

" X This contract is exempt from the Connecticut Attorney General's review in accordance with terms of the Memorandum of Agreement between the Department of Mental Health and Addiction Services and the Connecticut Attorney General, effective 3/31/17, as such may be amended.



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

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

INSTRUCTIONS:

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

CERTIFICATION:

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

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

CT Renaissance, Inc.

Contractor Name

Department of Mental Health and Addictions Svc.

Awarding State Agency

Miriam Delphin-Rittmon

State Agency Official or Employee Signature

Miriam Delphin-Rittmon, Ph.D

Printed Name

5/17/17

Date

Commissioner

Title

Sworn and subscribed before me on this 17th day of May, 2017.

Cheryl A. Proctor

Commissioner of the Superior Court
or Notary Public

Cheryl A. Proctor
Notary Public

My Commission Expires August 31, 2019

My Commission Expires

RESOLUTION

I hereby certify that at a meeting of the Board of Directors of Connecticut Renaissance, Inc.

duly called and held on June 27, 2016 at Bridgeport, 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 Marly LeBeau the President of Connecticut Renaissance, Inc. or Ralph DePanfilis,
the Treasurer, or Joseph Riker, the CEO, is authorized to enter into and amend contractual instruments with
the Department of Mental Health and Addiction Services of the State of Connecticut.

05-09-2017
Date

Timothy Callahan
Certifying Official

Timothy Callahan
Typed Name

Secretary
Title

SEAL

STATE OF CONNECTICUT

County of Fairfield

Personally appeared before me this 5 day of May, 2017.

Timothy Callahan, Secretary of Connecticut Renaissance, Inc.

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

JOEL FELDHEIM
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/30/2019
Expiration Date of Notary Public (if applicable)

Joel Feldheim
Notary Public of Office of the Court (Attorney) LS

Resinst.doc

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



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

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Health Care Access

June 7, 2017

VIA ELECTRONIC MAIL ONLY

Joseph Riker
Chief Executive Officer
CT Renaissance, Inc.
350 Fairfield Ave., Suite 701
Bridgeport, CT 06604

RE: Certificate of Need Determination Report Number 17-32171-DTR
Establishment of Outpatient Clinic

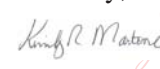
Dear Mr. Riker:

On June 2, 2017, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of CT Renaissance, Inc. ("Petitioner") with respect to the establishment of an outpatient substance abuse and mental health treatment clinic.

The Petitioner is a non-profit agency that provides mental health, substance abuse, adolescent/family and community release services to Connecticut residents. The Petitioner is currently licensed by DPH to operate facilities for substance abuse and mental health outpatient treatment in Waterbury, Bridgeport, Norwalk, and Stamford. The Petitioner seeks to operate an additional outpatient substance abuse and mental health treatment facility for adults at 161 North Main Street, Waterbury, Connecticut. The Petitioner currently has a contract with 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 "[T]he establishment of a new health care facility". Conn. Gen. Stat. § 19a-630(11) defines a health care facility as "... (G) mental health facilities... (H) substance abuse treatment facilities...". However, Conn. Gen. Stat. § 19a-638(b)(14) provides an exception for "any nonprofit facility, institution or provider that has a contract with... a state agency..." The Petitioner has a contract to provide services for the State of Connecticut Department of Mental Health and Addiction Services. Therefore, a *CON is not required* for the Petitioner's proposal.

Sincerely,


Digitally signed by
Kimberly Martone
Date: 2017.06.07 11:09:15
-04'00'

Kimberly R. Martone
Director of Operations

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



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

Affirmative Action/Equal Opportunity Employer



Olejarz, Barbara

From: Olejarz, Barbara
Sent: Wednesday, June 07, 2017 11:44 AM
To: 'jricker@ctrenaissance.com'
Cc: Hansted, Kevin; Martone, Kim; Riggott, Kaila; McLellan, Rose
Subject: Determination
Attachments: 17-32171-DTR CON not required.pdf

Tracking:	Recipient	Delivery	Read
	'jricker@ctrenaissance.com'		
	Hansted, Kevin	Delivered: 6/7/2017 11:44 AM	
	Martone, Kim	Delivered: 6/7/2017 11:44 AM	Read: 6/7/2017 11:44 AM
	Riggott, Kaila	Delivered: 6/7/2017 11:44 AM	
	McLellan, Rose	Delivered: 6/7/2017 11:44 AM	

6/7/17

Joseph Riker,

Please see attached Determination for Report Number: 17-32171-DTR for the establishment of an outpatient clinic.

Thank you

Barbara K. Olejarz
Administrative Assistant to Kimberly Martone
Office of Health Care Access
Department of Public Health
Phone: (860) 418-7005
Email: Barbara.Olejarz@ct.gov



Olejarz, Barbara

From: Joseph Riker <jriker@ctrenaissance.com>
Sent: Wednesday, June 07, 2017 11:46 AM
To: Olejarz, Barbara
Subject: RE: Determination

Thank you for your prompt review and reply to our request.

Joseph Riker
Chief Executive Officer
Connecticut Renaissance, Inc.
350 Fairfield, Ave. Suite 701
Bridgeport, CT 06604
(203) 336-5225 ext 2220



From: Olejarz, Barbara [mailto:Barbara.Olejarz@ct.gov]
Sent: Wednesday, June 07, 2017 11:44 AM
To: Joseph Riker
Cc: Hansted, Kevin; Martone, Kim; Riggott, Kaila; McLellan, Rose
Subject: Determination

6/7/17

Joseph Riker,

Please see attached Determination for Report Number: 17-32171-DTR for the establishment of an outpatient clinic.

Thank you

Barbara K. Olejarz
Administrative Assistant to Kimberly Martone
Office of Health Care Access
Department of Public Health
Phone: (860) 418-7005
Email: Barbara.Olejarz@ct.gov

