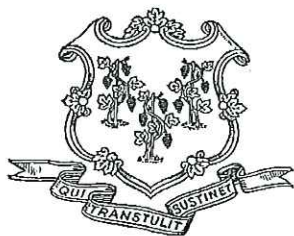


STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES



## CONTRACT AMENDMENT

**Contractor:** Allied Community Resources, Inc.  
**Contractor Address:** 6 Craftsman Road, East Windsor, CT 06088  
**Contract Number:** 12DSS5101AS / 049ACR-DWS-04  
**Amendment Number:** A7  
**Amount as Amended:** \$13,899,904.00  
**Contract Term as Amended:** 1/1/2012 to 6/30/2017

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The contract between Allied Community Resources, Inc. (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 6/29/16, is hereby further amended as follows:

1. The total maximum amount payable under this contract has increased in the amount of \$1,246,343.00 and the total Contract award has changed from \$12,653,561.00 to \$13,899,904 to support the Autism Waiver Services that were transferred, by Public Act No. 16-3, from the Department of Developmental Services to the Department of Social Services.
2. Amendment to Part I., Section II. Scope of Services: Part I, Section II. 2. labeled Scope of Services in the original contract through Amendment Six (A6) is deleted in its entirety and replaced, to delineate the services relating to Disability Waiver Services and the Services associated with the Autism Waiver, as follows:

### II. SCOPE OF SERVICES: Waiver Services

#### 1. Responsibilities of the Department:

- a. Program Management: A Program Director will be appointed by DSS. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.
- b. Staff Coordination: The Program Director will coordinate all necessary contacts between the Contractor and Department staff.
- c. Approval of Deliverables: The Program Director will review, evaluate, and approve all deliverables prior to the Contractor being released from further responsibility.

#### 2. Responsibilities of the Contractor: Waiver Services:

- a. The Department of Social Services (the "Department") understands and agrees that the Allied Community Resources, Inc. ("ACR") is at all times serving as a third-party administrator on behalf of the Department and

thus, is not a provider to any of the Department programs that it is providing its administrative services to hereunder on behalf of the Department. The only reason that the Department is requesting that ACR complete this form is that although not a provider, as a fiscal agent pursuant to 42 C.F.R. 455.101, ACR is required by federal regulations to provide disclosures to the Department pursuant to 42 C.F.R. 455.104. In completing the provider enrollment application, ACR is not a provider and ACR's liability is solely for its obligations as a third-party administrator and thus, it shall not be liable for the acts of any of the providers who are providing services to the Department's clients and shall not be required to comply with any Department laws, rules and regulations applicable to providers. Moreover, ACR's liability for its acts and omissions as a third-party administrator under any contract shall solely be as provided in that contract.

**b. Provider Credentialing**

- i. The Contractor shall conduct provider credentialing as detailed in its RFP proposal on pages 24-26, (eliminating any references to any services referenced in the RFP related to PCA Waiver, and all activities with regard to the Medicaid funded and non-Agency PCA services for participants on the Acquired Brain Injury Waiver (ABI), Acquired Brain Injury Waiver (ABI II) and the Connecticut Homecare Program for Elders, that was transferred to the Money Follow the Person (MFP) program), making sure to coordinate a systematic approach for the collection and verification of a Provider applicant's qualifications as a means to determine whether the Department's Provider participation criteria are met, and whether the applicant should be enrolled as a Waiver Provider; provide prospective Providers with a Provider Application; review Provider Applications and perform verification of all Agency or Private Providers' credentials, including but not limited to State licensure, Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation as appropriate. This shall include conducting criminal background checks for all Household Employees. The Provider Credentialing requirements of the Contractor are as follows:
  - ii. Supply prospective Providers with a Provider Directory application. At a minimum, the application shall provide information including name, address, telephone number, and area of the State the applicant is willing to work, and provide essential information for Waiver Participants;
  - iii. Review Provider Directory applications to ensure that Providers meet the requisite qualifications for the service type for which they are applying (including background check);
    1. Refer to the Department any Provider Directory applications that present questionable credentials. The Department shall determine the acceptability of such credentials;
  - iv. Perform verification of all Agency or Private Providers' credentials, including but not limited to State licensure, Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation, and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation as appropriate. The Contractor shall notify the Department of any certification infractions and/or sanctions, or other discrepancies between the Provider's self-reported credentials and the verification results for possible further action by the Department;
  - v. For Personal Care Assistants (PCA)s, the Contractor agrees to facilitate each PCAs signature on the Department's Medicaid Provider agreement and retain the signed document in the Contractor's records.
  - vi. The contractor shall continue to credential new providers and re-credential existing providers every two years who wish to perform Waiver Services for the Acquired Brain Injury Program, PCA Waiver and Home Care Program for Elders. The Contractor shall issue a letter to providers indicating that they have completed the credentialing process.
    1. Contractor will direct providers to enroll with the Department's MMIS contractor, currently HPES, and inform them of the requirement to sign the Department's standard Medicaid provider agreement.

- vii. Offer and complete an approved criminal background check on any Household Employee Provider upon request by any Waiver Participant seeking to hire an individual;
- viii. Upon adoption of the revised Departmental regulations, advise every Household Employee applicant that upon submission of the application they will be required to undergo a criminal background check to be considered for enrollment in the Directory. Any criminal activity revealed by the background check, including but not limited to check fraud, theft, abuse, or assault, will result in disqualification from consideration for enrollment in the Provider Directory and possible further legal action. Such applicants shall be notified of their disqualification as a registered Provider eligible for hire by Waiver Participants. All negative reports will be forwarded to the Department for review and response from the Contractor and Provider Directory applicant as needed.
- ix. Initial credentialing shall occur in the prior to enrollment and with re-credentialing occurring every two years thereafter. For example, those credentialed in Year 1 shall be re-credentialed in Year 3. All credentialing activities shall be in accordance with the Centers for Medicare and Medicaid Services' (CMS) rules, regulations, and guidelines and any other state, federal or local regulations, statute, or policy pertinent to the subject.

**c. Provider Directory Development and Maintenance:**

- i. The Contractor shall develop and maintain an accurate Provider Directory, listing all qualified Providers who may perform services for and are eligible for selection/employment by Waiver Participants.
- ii. Establish a record for each Provider added to the Directory. Each record shall include but not be limited to the Provider's name and address, telephone number, Social Security or Federal Waiver Participant Identification Number, as appropriate, all credentials submitted by the Provider regarding his or her qualifications, and all correspondence between the Contractor and the Provider concerning the Directory application;
- iii. Maintain the Provider Directory database current within five business days of Provider additions or removals;
- iv. Supply copies of the Provider Directory to the Department and, as requested, to Waiver Participants. The Contractor shall provide monthly updates of revisions to the Directory to the Department, and the full updated Directory shall be provided on a quarterly basis to the Department and upon request to any Waiver Participant;
- v. Registered Providers shall be removed from the Provider Directory when the Provider and/or the Department request the removal for criminal or fraud reasons; or if after six months inactivity the Providers cannot be reached by phone or mail by the Contractor. The Contractor will send a notification to the Provider two weeks prior to removing any Provider from the Directory;
- vi. The Household Employee applications shall be kept on file at the Contractor's office and shall be provided to Waiver Participants seeking to hire an individual. Household Employees may notify the Contractor that they elect to work exclusively for one Waiver Participant and request their name be excluded from the published Provider Directory; and
- vii. Identify Household Employees who perform Personal Care Assistance who are willing to provide emergency backup services and include them in the Provider Directory.

**d. Waiver Participant Training:**

- i. The Contractor shall offer Waiver Participant training to PCA, ABI and CHCPE participants seeking to hire Household Employees and offer Provider Training to individuals who have been identified as prospective Providers and to current Waiver Providers who wish to enhance their skills. The Contractor requirements for Waiver Participant and Provider Training are as follows:

1. Develop and implement a program to inform and train Waiver Participants of their responsibilities, providing ongoing assessment of Waiver Participants' competence in the performance of their Waiver Participant responsibilities, and providing follow-up training as needed;
2. Assess the training needs of Waiver Participants regarding their experience with recruiting, hiring, managing and supporting their own Household Employees;
3. On a monthly basis provide up to fifteen (15) participants with the training necessary for them to successfully complete their responsibilities as a Waiver Participant;
4. Training topics shall include learning objectives such as:
  - a. 'How to advertise and recruit Providers' and
  - b. 'How to interview Providers'
  - c. 'How to evaluate performance of Household Employees';
  - d. Problem solving or termination of Household Employees; and
  - e. 'How to complete required IRS, State of Connecticut and Department, Paperwork' including but not limited to:

<b>Tax Forms Training (including but not limited)</b>
Federal Form SS-4 used to obtain FEIN number
Federal Form SS-4 used to obtain FEIN number;
Federal Form 2678 used to designate Contractor as tax reporting agent;
Connecticut REG1 used to register for Connecticut State income tax
Connecticut UC1-A used to register for Connecticut State Unemployment tax
Department weekly time sheets

5. Implement and train on verification and recording procedures to ensure that time sheets comply with the Service Plan;
6. Assist the Waiver Participant with the necessary paperwork to obtain worker's compensation insurance if needed;
7. Assess any additional training needs in order for the participant to meet all of their Waiver Participant responsibilities, within four weeks following the first payroll activity and as needed;
8. Within three (3) working days after the Waiver Participant receives approval to receive Household Employee services, the resultant contactor must contact the Waiver Participant by telephone to evaluate his or her understanding of the Waiver Participant-related responsibilities. The evaluation shall determine the Waiver Participant's confidence in his or her own ability; experience and knowledge to recruit, screen, interview, choose, hire, train, supervise, and manage Household Employees; as well as the ability to complete tax, employment and timesheet information;
9. Provide a full-time Trainer for initial training and on-going support of Waiver Participants in their Waiver Participant role. The number of Waiver Participants trained shall not exceed ten (10) per week. The training shall be scheduled within seven (7) working days of the initial telephone evaluation for a date mutually agreed upon with the client;

10. Utilize language interpreters as needed during Waiver Participant training to assist in communication with the Waiver Participant and any potential Household Employees;
11. During this training, the Waiver Participants shall be informed that they may request Quarterly Wage Reports of their Household Employees payroll;
12. Conduct a criminal background check on any Household Employee not already on the Provider Registry; and
13. In collaboration with the Department, assist the Waiver Participant in completing and submitting the necessary paperwork to obtain worker's compensation insurance for his or her Household Employee working more than 25.75 hours per week. Funding for the Waiver Participant's workman's compensation policy is the responsibility of the Waiver Participant and is not part of the Contractor's Administrative Budget or Processing Funds.

**e. Provider Training**

- i. The Contractor shall provide training for the Waiver Programs as required by the Department, to any prospective Waiver Provider seeking to provide services to Waiver Participants and for whom such training is a credentialing requirement as set forth in the Department's Provider Manual.
- ii. The Contractor shall develop, produce, coordinate and implement training curricula and materials that address such issues as Acquired Brain Injury including but not limited to: its causes and characteristics; Person-Centered Planning, including but not limited to client choice; networking; and team building, universal precautions, ambulation / transfer techniques. This shall include administration of a basic competency test for prospective Providers.

**f. Claims Processing and Waiver Participant Agent**

- i. The Contractor shall function on behalf of the Department as a Fiscal Intermediary to pay all Waiver Participant service claims, serve as a Waiver Participant Agent for each Waiver Participant who utilizes Household Employees to deliver services and seek reimbursement for claim expenditures.
- ii. Claims Processing - The Contractor shall operate a payment system to process invoices and timesheets from and disburse payments to Agency Providers, Individual Providers and Household Employees that have provided services to a Waiver Participant in accordance with scope, quantity and duration outlined in the Waiver Participant's Plan of Care. The Contractor shall disburse payments utilizing claims processing dollars issued by the Department, including the following:
  1. Disburse funds to Providers using Claims Processing Funds provided by the Department and subsequently deposited by the Contractor into a Claims Processing Account. The Department shall provide the Contractor with Claims Processing Fund Advances as necessary and adding funds as required.
  2. Maintain separate Administrative and Claims Processing Accounts with its financial institution. The sweep portion of these accounts shall be invested in U. S. Treasuries and repurchase agreements backed by U. S. Treasuries. The bank in which such accounts are located shall credit the interest from this account monthly. The Contractor's accounting entry for this credited interest shall be a liability designated as "DSS Interest Payable".
  3. The Claims Processing Fund Account shall not supplement nor supplant Medicaid reimbursements for Waiver payment and payroll expenditures. These funds are intended to enable invoice payment and payroll expenditures in advance of Medicaid reimbursement for these expenditures.
  4. The Department may advance additional funds to the Claims Processing Account as required to ensure that sufficient funds are available to reimburse Providers, upon adequate justification for

such funds by the Contractor and upon approval from the Department, including reconciliation of accounts.

5. The processing of claims for the Acquired Brain Injury Waivers shall only be for the dates of service through August 31, 2016. The Contractor shall continue to process vendor payments for one-time services including, but not limited to, minor home modifications or assistive technology.

iii. Waiver Participant Agent: The Contractor shall perform all activities and functions that are required of a Waiver Participant for wages paid on the Waiver Participant's behalf and as applicable this shall include:

1. Receiving, disbursing, and tracking Medicaid and/or public funds based on Waiver Participants' approved service plans/budgets; assisting Waiver Participants with completing participant enrollment and worker employment forms; conducting criminal background checks of prospective workers; and verifying workers' information (e.g., social security numbers, citizenship or legal alien verification documentation).
2. Preparing and distributing payroll including the withholding, filing, and depositing of federal and state income tax withholding and employment taxes and locality taxes; processing and paying Contractor invoices for approved goods and services, as applicable; generating reports for State program agencies and participants.
3. The Contractor shall track and pay FICA (Social Security), FUTA (Federal Unemployment), UC (State unemployment), and State and Federal income tax for Household Employee Providers included in the Service Plan on behalf of the Waiver Participants. The Contractor shall not deduct FICA, FUTA, UC, or State or Federal income taxes from its disbursements to Agency and Private Providers.
4. Within 15 days of receipt of a Provider invoice the Contractor shall:
  - a) Confirm that the Provider identified on the invoice is included on the Provider Registry and is the Provider designated in the Service Plan;
  - b) Review the invoice to determine whether the services described in the invoice and the amounts charged for such services, conform on their face to services and amounts authorized under the applicable Service Plan;
  - c) Confirm the mathematical accuracy of the total amount set forth on said invoice;
  - d) Approve invoices for payment relying on the correctness of the invoice submitted. The Contractor shall not be bound to make any investigation of the facts therein, provided the invoice conforms to the Service Plan and the fees established by the Department.
5. Within 45 days of receipt of allowable claims and upon determination that the services described in an invoice or the amounts charged for such services have not been authorized or do not otherwise agree with the Service Plan, the Contractor shall resolve disputed claims. Resolution shall include but not be limited to:
  - a) Notifying the Provider in writing of the reason(s) for non-payment, with a copy to the Department Social Worker;
  - b) Providing reasonable telephone assistance to the Provider in understanding the cause(s) of non-payment; and
  - c) Referring the matter to the Department in the event that the invoice cannot be cleared for payment within 60 days of its receipt. Upon instruction from the Department, the Contractor shall subsequently pay or deny the invoice.
  - d) The Contractor shall expedite the payment of invoices within the maximum processing times established in this section

iv. Reimbursements: The Contractor shall seek reimbursement for payments made by submitting a claim for reimbursement of such disbursement to Hewlett Packard (HP), and/or another agent that may be identified by the Department, within 30 days of receipt of an invoice in the manner and form prescribed by the Department.

1. Upon determination that the services described in an invoice and the amounts charged conform on their face to the services and amounts authorized under the applicable Service Plan, the Contractor shall:
  - a) Disburse payments to Providers biweekly within 30 days of receipt of an invoice. The initial payment to Household Employee and Private Providers shall be made at the end of the fourth week of employment as reimbursement for the first two weeks of employment. All subsequent payments shall be made on a biweekly basis.
  - b) Submit a claim for reimbursement of such disbursement to HP and/or other agent identified by the Department within 30 days of receipt of an invoice in the manner and form prescribed by the Department. Any claim that is rejected by HP and is considered by the Contractor to be un-reimbursable due to no fault of the Contractor shall be submitted to the Department on a quarterly basis for review.
  - c) Deposit funds into the Processing Account upon receipt of such reimbursement.
  - d) The Contractor shall monitor its fiduciary performance on a quarterly basis by conducting random sampling surveys with 10% of Providers from whom invoices have been received during the immediately preceding quarter. Surveys shall cover the accuracy, efficiency, and ease of operation of the fiscal functions performed by the Contractor.
  - e) The Contractor shall prepare a report from the previous calendar year for each Provider, on behalf of each ABI Waiver Participant, on IRS Form 1099 or W-2, as directed by the Department or Provider. Payments for FICA, FUTA, and UC shall be made on behalf of Private Providers in accordance with Internal Revenue Service and Department of Labor laws governing household employees. Such reports shall be prepared by January 31<sup>st</sup> of each calendar year.
- v. Uncollectable Claims: Claims submitted or reimbursement to the MMIS that are rejected by HP due to the client Medicaid ineligibility that re reported to DSS for resolution, but are not resolved within three months shall be deemed uncollectable and deducted from the processing advance liability amount due DSS.

**g. Quality Assurance:**

- i. The Contractor, with the Department's input and consultation, shall develop and implement mechanisms to ensure that reimbursable Waiver services have been provided in the quantity, scope and duration indicated on timesheets and/or invoices. Mechanisms may include but are not limited to the following:
  - random calls,
  - investigation of complaints,
  - verification of the accuracy of time sheets and/or invoices in agreement with the Waiver Participants' approved service plans, and
  - review of signature cards or copy of signature on file.
- ii The Contractor shall engage in the following quality assurances activities and comply with the Quality Management Strategy for the PCA , ABI, and CHCPE Waivers for CMS.
  - a) Credentialing that comports with CHCPE, including that pertaining to fiscal solvency
  - b) On-Site Reviews of 5% of ABI Waiver Agency Vendors. These reviews, at a minimum, are to evaluate agencies' policies, practices and procedures as it pertains to providing services under the ABI Waiver.
  - c) Coordinating with the DSS Quality Assurance division regarding the scheduling of Audits.
  - d) Updating and utilizing the Quality Assurance Survey to include Participant Experience Questions for CMS Reporting.

e) Provide data to the Department to provide evidence to CM on waiver performance measures in format requested by the Department.

- iii. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other state or federal agencies (e.g., Center for Medicaid and Medicare Services, IRS, Department of Labor, Department of Public Health) pursuant to the services provided under the resultant contract and, as applicable, require that all pertinent subcontractors comply as well.
- iv. The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, financial records, service logs, other documents and reports, and at meeting(s) with the Contractor's staff and/or clients and Board members. The Department and/or the Contractor shall conduct (separately or jointly) site visits at funded facilities and program sites administered by the Contractor.

**h. Program Evaluation:**

- i. The Contractor agrees to administer annual satisfaction surveys (participant and Contractor) related to FIS provided. These surveys are to include, but not be limited to the payment of invoices, content and delivery of training, and outreach methods, service satisfaction. The method by which the survey is conducted and the sample size selected shall be determined in consultation with the Department. The Department shall collaborate with the Contractor in the development of the survey. The results of the survey and the subsequent recommendation shall be forwarded to the Department.

**i. Staffing Requirements:**

- i. The Contractor shall utilize the staff detailed in its proposal in section 3, Staffing Requirements, found on pages 46-50. The Contractor shall notify the Department of any staffing alterations to those listed in its proposal and shall, at a minimum:
  - 1. Staff a Fiscal Intermediary Services Program Manager, Services Manager/ Trainer, Bookkeeper, Payroll Specialist and Data Entry/Office Assistant. The Program Manager shall have general operational oversight of the FIS Program, but shall ultimately report to the Executive Director/CEO of the Contractor;
  - 2. Employ the services of an Accountant as needed to meet FIS Program requirements;
  - 3. Recommend that additional staff be phased in over the life of the resultant contract, as additional Waiver Participants are approved; and
  - 4. Increase staffing upon prior agreement by the Department to increase the Authorized Budget to reflect increased staffing requirements.

**j. Data/Technology/Reporting Requirements:**

- i. The Contractor shall, at a minimum, within thirty (30) days following the end of each of the first three calendar quarters, and within sixty (60) days of the end of each contract year, submit to the Department statistical reports in a format mutually agreed upon by the Department and the Contractor. Such reports shall include:
  - 1. The number and type (by service type) of invoices received during the immediately preceding reporting period and year-to-date;
  - 2. The number and type (by service type) of invoices that remain unpaid after thirty (30) days, forty-five (45) days and sixty (60) days as of the end of the reporting period;



3. The dollar value (by service type and total) of invoices paid by the Contractor during the immediately preceding reporting period and year-to-date;
4. Summary data of the provider training log as described in the RFP, (2.1 Provider Outreach and Recruitment 11.);
5. Summary data of the provider outreach log described in the RFP, (2.1 Provider Outreach and Recruitment 11.);
6. Expenditures made from the Authorized Budget (the financial report).
7. Ad hoc reports as required by the Department.
8. Any reports required by CMS as detailed in the approval of the waivers or otherwise.
9. Costs related to Paid Time Off (PTO) Fund and Training Fund will be claimed as a service, included in Factor D and those costs will not be included in the hourly rate for the PCA service. The PTO Fund and Training Fund payments will be made based upon the number of unduplicated clients receiving a paid Medicaid Waiver service during the claiming quarter. The quarterly per client PTO Fund payment will be calculated by taking the quarterly PTO payments and dividing by the number of clients receiving a paid Medicaid Waiver service. The quarterly per client Training Fund payment will be calculated by taking the quarterly training payments and dividing by the number of clients receiving a paid Medicaid Waiver service. Quarterly per client payments for PTO Fund and Training Fund shall not exceed 5% of quarterly Medicaid Waiver service costs.
10. Allied will provide to the Department a breakout of the Paid Time Off funds and Training funds payments by program (Medicaid Non-LIA, Medicaid LIA, and State Funded CHC) and by waiver (ABI, ABI II, PCA, CHC, and State Funded CHC) so that the Department can appropriately code the payment to Allied. Upon distribution of the funds, Allied will report confirmation that the payments were issued in full.

**k. Work Plan:**

The Contractor shall utilize the work plan submitted in its proposal to the RFP, found on page 62 of its proposal, and shall make any modifications as requested or required by the Department. To the extent that existing processes need to be altered in the opinion of the Department, Contractor agrees to work those elements of change into its work plan. The work plan may be amended by written consent of the parties without issuing a formal amendment to this contract.

**l. Disaster Recovery Plan:**

Within 30 days of execution of this contract, Contractor shall submit to the Department its plan for disaster recovery. In the event that Allied or the Department experience power loss or any other event that makes normal performance under this contract impossible, Contractor shall detail how it will continue to comply with all timeliness requirements and payment requirements under this contract. The Disaster Recovery Plan must be approved by the Department.

**m. Collective Bargaining Agreement between the Personal Care Attendant Workforce Council and the New England Health Care Employees Union (District 1199, SEIU), "the Agreement":**

- i. The contract shall enforce and comport with components of the Agreement dated April 4, 2014.
  1. Rate change implementation,
  2. Collection of Union Dues, and
  3. Maintain and report out on a weekly basis the accurate listing of union membership.
- ii. In addition, the Contractor will be responsible for ensuring that worker/employer questions and inquiries are responded to in a timely manner. The Contractor will also ensure that at least on a monthly basis or

more frequently as may be needed, that reporting to the 1199 Union occurs. The Contractor shall also implement and comply to the other components of the Agreement as amendments and/or other changes to said agreement may arise. Further, Contractor must disperse paid time off funds as per the agreed formula to applicable PCA's and other members of the collective bargaining unit.

### III. BUDGET AND PAYMENT PROVISIONS: WAIVER SERVICES

1. The Contractor shall be paid in accordance with the agreed upon line item budget included herein. Any alterations to the budget outside of exceptions noted in the mandatory terms and conditions contained herein must be approved by the Department and noted in a formal amendment to this contract.
2. If, at the end of each contract year, money remains in the contract, the Department shall determine whether to allow the Contractor to apply the difference to the upcoming contract year or whether the Contractor is required to return the unexpended funds to the Department.
3. The Department shall pay the Contractor in advance on a quarterly basis for the provision of services specified under this contract and as detailed in the line item budget included herein. Contractor's direct and indirect costs arising from and related to the Contractor's performance of its obligations under this contract. The Contractor will submit a quarterly invoice to the Department reflecting such costs and payment shall be due within ten (10) days of receipt thereof. Documentation substantiating the expenditures of the previous quarter shall be due no later than the 15th of the month immediately following the close of the quarter (Due dates: April 15th, July 15th, October 15th, and January 15th).
4. **COST STANDARDS: Federal Budget Requirements**  
Cost Standards. All costs are subject to federal cost policy guidance and the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. In the event of any inconsistency, the federal cost policy guidance shall supersede the OPM cost standards. The applicable federal cost policy guidance is available at Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>, and Office of Community Services Information Memorandum, Transmittal No. 02-2008. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OMB SuperCircular and OPM cost standards and federal cost policy guidance. More information about the cost standards is available on OPM's web site: [Cost Standards](#).
5. The contractor shall receive payment for the delivery of services FI services associated to Waiver Services in the amount not to exceed \$ 12,653,561.00, as detailed and described in the following Section III.7.(a) and (b). Labeled **Budget Page: Waiver, for period from 1/1/2012 through 6/30/2016**, and **Budget Page: Waiver for period from 6/30/2016 through 6/30/2017**.
6. Budgets: Waiver Services:

a. BUDGET PAGE... WAIVER, FOR PERIOD FROM 1/1/20... THROUGH 6/30/2017

BUDGET PAGE				
	A4 Amendment Contract Total	Paid Time off	Labor Agreement Training	A 5Amendment Contract Total
<b>Personnel</b>				
Program Management	\$ 913,451			\$ 913,451
Services Mgmt, OR & Training	\$ 784,553			\$ 784,553
Bookkeeper(s)	\$ 318,083			\$ 318,083
Accountant(s)	\$ 483,875			\$ 483,875
Payroll, Billing/AR Clerks	\$ 1,590,553			\$ 1,590,553
Data Entry/Office Support	\$ 1,605,771			\$ 1,605,771
QA/Compliance, Fraud Auditor	\$ 665,560			\$ 665,560
<b>Total Salaries</b>	<b>\$ 6,361,846</b>			<b>\$ 6,361,846</b>
Fringe	\$ 1,207,254			\$ 1,207,254
<b>subtotal</b>	<b>\$ 7,569,099</b>			<b>\$ 7,569,099</b>
	\$ -			\$ -
<b>Non-Personnel</b>	\$ -			\$ -
Payroll & Provider Processing	\$ 104,600			\$ 104,600
Outreach	\$ 14,450			\$ 14,450
Training/ Development	\$ 25,500			\$ 25,500
Phone/Fax	\$ 60,800			\$ 60,800
Office Expense	\$ 111,500			\$ 111,500
Postage	\$ 329,450			\$ 329,450
Equip/Maint	\$ 90,800			\$ 90,800
IT	\$ 274,000			\$ 274,000
Mileage/Vehicle	\$ 59,250			\$ 59,250
Rent/Utilities	\$ 297,800			\$ 297,800
Furniture	\$ 13,975			\$ 13,975
Insurance	\$ 6,250			\$ 6,250
Legal	\$ 28,750			\$ 28,750
Auditing	\$ 72,855			\$ 72,855
CHCPE Bad Debt/Cost Sharing	\$ 26,750			\$ 26,750
<b>subtotal</b>	<b>\$ 1,516,730</b>			<b>\$ 1,516,730</b>
	\$ -			\$ -
<b>Admin Subtotal</b>	<b>\$ 9,085,829</b>			<b>\$ 9,085,829</b>
Overhead	\$ 994,733			\$ 994,733
<b>Total Admin.</b>	<b>\$ 10,080,562</b>			<b>\$ 10,080,562</b>
Advance: \$850K	\$ 850,000			\$ 850,000
Paid Time Off (processing \$'s)		\$ 270,000		\$ 270,000
Labor Agreement Training (processing \$'s)			\$ 362,000.00	\$ 362,000
<b>Total</b>	<b>\$ 10,930,562</b>	<b>\$ 270,000</b>	<b>\$ 362,000</b>	<b>\$ 11,562,562</b>

b. Budget Page: Waiver for period from 6/30/2016 through 6/30/2017

PERSONNEL	FY 2017
<b>Total Salaries</b>	\$676,569
Fringe	\$135,314
<b>subtotal</b>	<b>\$811,882.31</b>
<b>NON-PERSONNEL</b>	
Payroll & Provider Processing	\$8,000
Outreach	\$2,000
Training/ Development	\$2,000
Phone/Fax	\$4,000
Office Expense	\$10,000
Postage	\$65,000
Equip/Maint	\$7,000
IT	\$32,000
Mileage/Vehicle	\$1,000
Rent/Utilities	\$25,000
Furniture	\$500
Insurance	\$2,000
Legal	\$4,000
Auditing	\$7,000
<b>subtotal</b>	<b>\$169,500</b>
<i>Fidelity Bond</i>	\$1,500
<b>Admin Sub Total</b>	<b>\$982,882</b>
Overhead	\$108,117
<b>TOTAL ADMIN. BUDGET</b>	<b>\$1,090,999</b>

#### IV. RESPONSIBILITIES OF THE CONTRACTOR: AUTISM WAIVER SERVICES:

1. Contractor shall manage all Autism Waiver Service participants in the same manner described within Part I, Section II, 2.a. through 2.k., of this Contract.
2. FISCAL INTERMEDIARY RESPONSIBILITIES:
  - a. Operate a system to process invoices from, and disburse payments to, Providers and employees that have performed services in accordance with the Participant's IP6 (Individual Budget) provisions as authorized by the Department. Actual disbursements shall be made using Program Funds provided by the Department through this Contract, for deposit by the Contractor into the Program Fund Account.
  - b. Enroll with the Department as a Medicaid Provider. Valid enrollment, which must be periodically updated by the Contractor, shall continue to be in effect for the duration of this Contract.
  - c. The Contractor will carry sufficient Bond insurance to reimburse the Department equal to one hundred and fifty percent (150%) of the average monthly amount of all IP6 budgets.
  - d. Establish a separate Program Fund Account with Contractor's financial institution. The account must be a trust account with the FI as the Fiduciary and the Department as the beneficiary of the trust. Establish a "Sweep Account" designed to invest excess cash from the Program Fund Account. The sweep account shall invest the excess cash from the Program Fund Account into U.S. Treasuries and repurchase agreements backed by the U.S. Department of Treasury or by government sponsored enterprises such as Fannie Mae and/or Freddie Mac. The Contractor must receive prior approval from the Department before establishing the Sweep Account. The financial institution shall credit the interest on a monthly basis to the trust account. The contractor reports the interest to the Department as a part of the monthly reconciliation process that includes payments received from the Department, payments made for authorized services, interest credited, and previous months balance.
  - e. Establish a designated mailing address at which the Contractor shall receive invoices, time sheets, and receipts for authorized services;
  - f. Function as a FI between the Participant and the provider delivering services. This includes processing of claims for both self-directed and agency based providers;
  - g. Not employ, contract with or maintain any other financial relationship with a Provider or an employee;
  - h. Not provide any other Covered Service to the Participant;
  - i. Conduct a compliance program. The Contractor will review on a frequency determined by the Department the data, progress notes, invoice, payment and Medicaid billing file for errors or discrepancies of providers. A report will be submitted to the Department indicating variances in the documentation. A mutually agreed upon sample size will be determined between the Department and the Contractor. Any errors in Medicaid billing file will be corrected as instructed by the Connecticut Department of Administrative Services (DAS) or the Department;
  - j. Be responsible for reviewing and resubmitting all identified billing invoices submitted in error by the Contractor. The Contractor is responsible for correcting any errors in billing data in accordance with the instructions from the DAS;
  - k. Gather preliminary information on any potential billing errors, mistakes or falsified time sheets reported to the FI by the Department, parents, participants, providers and/or the general public;

- l. Conduct an annual internal audit on pre- and post- employment requirements for self-directed employees and submit the findings to the Department. The sample size will be mutually agreed upon between the contractor and the Department;
- m. Have a procedure manual that addresses all of its operations.
- n. Have a process in place to monitor all tax reporting requirements for state and federal filings.

3. Managing IP6 Funds:

The Contractor shall comply with the following:

- a. Meet Participant/Family. At the discretion of the Department, the Contractor may be required to meet with each Participant who is hiring Employees at the Participant's home, a Department center, or community location of the Participant's choice. The purpose of this meeting is to review all of the State and Federal employer requirements and to review all of the Department Quality Assurance requirements associated with hiring Employees;
- b. The Contractor is responsible for maintaining an individual file for each Participant with an authorized IP6 submitted by the Department's case manager. The file should include at a minimum the IP6, Self-Directed Support Agreements, if applicable, authorization for services, any additional required authorizations (ie Prior Approvals), if applicable, documentation of billing invoices and payment information;
- c. The Contractor shall track each Participant's program funds and shall make disbursements upon receipt of appropriate invoices, time sheets, and receipts according to the IP6;
- d. The Contractor shall instruct each Provider, identified through a vendor service authorization, to submit all invoices to the FI at the designated address. Such instruction shall include:
  - i. Materials explaining the manner and format in which such invoices shall be submitted and
  - ii. Invoice forms necessary to submit proper billings;
- e. The Contractor shall monitor expenditures and alert the Participant and Department's broker/case manager of any variance in line items that exceed the quarterly amount as determined by the IP6 within five (5) business days;
- f. The Contractor shall obtain regional approval from the Department prior to paying any monthly invoice for a specific line item variance that exceeds the quarterly amount in the IP6;
- g. The Contractor shall adjust and amend funding disbursements when authorized in the IP6 by the Department;
- h. The Contractor shall secure a Medicaid Provider Agreement prior to making payment for invoices from non-enrolled providers, such as contractors for home or vehicle modifications, suppliers of approved equipment/supplies, etc. for any covered service identified in the IP6. The Contractor shall process all non-labor related invoices, including payment to Providers, as specified in the IP6;
- i. The Contractor shall have a system to verify that the service or support or product billed is in the IP6 prior to making payment;
- j. The Contractor is responsible for any payments it has made that exceed what the Department has authorized in the IP6 and shall have no recourse against the Department for such payments;
- k. (1) The Contractor shall make payments to Providers using a variety of payment methods, as requested by the Provider, including electronic transfer, direct deposit, and by check through U.S. Mail,

- (2) The Contractor shall make payments for services to Providers for supports that are in the authorized IP6 within five Days of receipt of the invoice, and
- (3) Services and supports that are not in the authorized budget shall be brought to the attention of the Participant and the Department's Broker/Case Manager within established Department timelines and held until authorized for payment by the Department. A signed amendment/adjustment form for the additional services and supports will constitute an Authorization for payment. No service or support can be paid to a provider without an approved Provider Service Authorization. The FI will not pay any services and supports denied by the Department.

#### 4. Reports:

- a. The Contractor shall produce the following reports in a format designated by the Department, which include: monthly expenditure reports for Participant self-directed IP6, monthly Medicaid billing reports, periodic Medicaid statistical reports, annual IP6 reports, Personal Care Attendant report, and demographic reports as requested.
- b. Monthly Expenditure reports shall be sent to the employer of record and the case manager/broker for the participant who self-directs their services and the Department. The Department, at its discretion, may ask the contractor to send the report to additional individuals. The report will be used to document authorized amount, expenditures to date and remaining balance for each authorized service line.
- c. Quarterly expenditure reports shall be sent to the responsible person/individual and the Department for participants who use provider only type supports. The Department, at its discretion, may ask the contractor to send the report to additional individuals. The report will be used to document authorized amount, expenditures to date and remaining balance for each authorized service line.
- d. End of year expenditure reports shall be sent no later than 90 days after all budget expirations. The contractor will send a revised report if any new authorized expenditures are submitted and paid after the budgeted time period. The report will be used to document authorized amount, expenditures to date and remaining balance for each authorized service line.
- e. Medicaid Billing Reports shall include monthly detailed report for each Participant that is in a format and includes details acceptable to the Medicaid billing agency.:
- f. Annual Cost reports by procedure code.
- g. Quarterly Waiver Assurance reports required by CMS for assurance/performance measurements.
- h. Individual Supported Employment report shall be sent quarterly and include data for Hours Worked and Benchmark payments by individual.
- i. Other reports as requested by the Department.

#### 5. INFORMATION TECHNOLOGY:

- a. The transfer of information between the Contractor and the Department will be in a format determined by the Department. The Contractor shall obtain and maintain the ability to support the software necessary to produce the reports prescribed by the Department with a secure Internet connection or any other means of secure electronic data transfer the Department requires (secure file transfer protocol, secure e-mail, and virtual private networks). All data transfer is required to meet Health Insurance Portability and Accountability Act (HIPAA) based security and privacy requirements as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), Pub. L. 111-5, §§ 13400 to 13423; and

- b. The Contractor must have a Disaster Recovery Plan for restoring software and master files, and hardware backup if management information systems are disabled, for continuation of Participant and Employee payroll and invoice payment services under this Contract. The contractor must test this system annually and report the results to the Department.

6. Records:

- a. The Contractor shall maintain such records and information required specifically under this Contract and additionally required by the Department including but not limited to: copies of phone logs, summaries of complaints with resolution noted, verification of payments made on behalf of participants for their employee's FICA, FUTA/SUTA, federal (if requested) and state income tax and wages in compliance with federal and state DOL rules and in the form and manner prescribed by Department or other state agency staff.
- b. Participants and their Employees' records must be available for immediate review by the Department or the DSS. Records must be made available in Connecticut within five days when requested by the Department.
- c. The Department acknowledges that the Contractor has, prior to the effective date of this contract, developed software and applications that it may use under this contract for the benefit of the Department. The right, title and interest in such system, software and applications will, remain the exclusive property of the Contractor. No right to use, print, copy, distribute, integrate or display the system, software and applications, in whole or in part, are granted under this contract unless explicitly authorized by the Contractor.

V. BUDGET AND PAYMENT PROVISIONS-AUTISM WAIVER SERVICES

1. Upon execution and approval of this Amendment the Department shall:

- a. Process a payment of \$600,000.00 to the Contractor for cost incurred from January 1<sup>st</sup> 2017 to March 31<sup>st</sup> 2017 for services delivered during the period from December 1<sup>st</sup> 2016 to February 28<sup>th</sup> 2017, minus any advanced payments, representing the period that the Contractor has been delivering services through the transition of Autism Waiver Services from the Department of Developmental Services to the Department of Social Services.
- b. After the processing and payment of the 1<sup>st</sup> payment under this contract described in section V.1.a., the Department will advance subsequent payments quarterly to the Contractor using the following schedule:

SERVICE PERIOD	ADVANCE QUARTERLY PAYMENT SCHEDULE
March 1 <sup>st</sup> to May 31 <sup>st</sup>	April 1 <sup>st</sup>

- c. The Department shall initiate the payment process for the subsequent payments for Program Administration and Program Services expenditures upon the Contractor's submission of a request for payment and the Department's approval of requisite reports. The Department may adjust the subsequent quarterly payment to account for any under-expenditure or under-utilization in the prior period. These adjustments will account for actual expenditures in the prior quarter so that the total payment equals the first quarterly payment minus any unspent funds from the prior period.



- d. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under-expenditure or under-utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
- e. The Department may request that the Contractor propose an amended Authorized Budget that reflects actual and anticipated expenditures for the Contract Year when the Department's review of any financial report or an on-site examination of the Contractor's financial records indicates that substantial under-utilization of advances is likely to occur by the end of the Contract Year.
- f. The Contractor may at any time during the Contract Year, request a revision to the Approved Budget and amendment to the contract if its administrative and program expenses exceed the Approved Budget for reasons beyond its control.
- g. Following the receipt of the Contractor's final expenditure reports the Department shall reconcile the payments made to Contractor against the actual expenses incurred. If actual expenses authorized by the Department exceed the payments made to Contractor the Department shall reimburse the Contractor for the difference. If the actual expenses are less than the payments received the Department shall reduce the next payment by the excess prior payments. If there are no additional payments to be made to the Contractor, then the Contractor shall return such excess funds to the Department following the Department's request.
- h. The Contractor shall utilize all Administrative and Program Services Fund Advances in accordance with the Authorized Program Administrative and Program Services Budget, except as described under Section XII;
- i. The Contractor shall provide a claims file to the Department of Administrative Services to facilitate federal claiming;
- j. **COST STANDARDS: Federal Budget Requirements**  
Cost Standards. All costs are subject to federal cost policy guidance and the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. In the event of any inconsistency, the federal cost policy guidance shall supersede the OPM cost standards. The applicable federal cost policy guidance is available at Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>, and Office of Community Services Information Memorandum, Transmittal No. 02-2008. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OMB SuperCircular and OPM cost standards and federal cost policy guidance. More information about the cost standards is available on OPM's web site:  
[http://www.ct.gov/opm/lib/opm/POS\\_Cost\\_Standards\\_10-18-16.pdf](http://www.ct.gov/opm/lib/opm/POS_Cost_Standards_10-18-16.pdf)

## 7. BUDGET: AUTISM WAIVER SERVICES

- a. The contractor shall receive payment for the delivery of services FI services associated to the Autism Waiver in the amount not to exceed \$1,246,343.00 as detailed in the following Section 7.b., labeled Budget: Autism Waiver.

b. BUDGET: AUTISM WAIVER – JANUARY1, 2017 THROUGH JUNE 30, 2017

**Autism**

Jan 17-Jun17

<b>PERSONNEL</b>	<b>FY 2017</b>
<b>Total Salaries</b>	\$25,000
Fringe	\$5,000
<b>subtotal</b>	<b>\$ 30,000</b>
<b>NON-PERSONNEL</b>	
Payroll & Provider Processing	\$1,250
Outreach	\$0
Training/ Development	\$500
Phone/Fax	\$750
Office Expense	\$750
Postage	\$1,750
Equip/Maint	\$125
IT	\$3,750
Mileage/Vehicle	\$875
Rent/Utilities	\$625
Furniture	\$0
Insurance	\$500
Legal	\$250
Auditing	\$250
<b>subtotal</b>	<b>\$11,375</b>
<i>Fidelity Bond</i>	\$375
<b>Total Personnel &amp; Operating Expenses</b>	<b>\$41,750</b>
Overhead	\$4,593
Total Program Administration	\$46,343
Program Proccesing Advance	\$ 1,200,000
<b>Grand Total</b>	<b>\$ 1,246,343</b>

115 Clients

All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

**SIGNATURES AND APPROVALS**

12DSS5101AS/049ACR-DWS-04 A7

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

**CONTRACTOR**

Allied Community Resources, Inc.

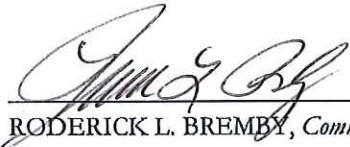


Carol Bohnet, CEO

Date

1/25/2017

**DEPARTMENT OF SOCIAL SERVICES**



RODERICK L. BREMBY, Commissioner

Date

1/25/2017

**OFFICE OF THE ATTORNEY GENERAL**

~~Insert signature block ONLY if this document is being submitted for individual review and approval~~

~~ASST./ ASSOC. ATTORNEY GENERAL (Approved as to form)~~

Joseph Rubin

Date

2/22/17



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

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

an oath. I am CEO/President of Allied Community Resources, Inc., an entity  
Signatory's Title Name of Entity

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

I certify that I am authorized to execute and deliver this affidavit on behalf of  
Allied Community Resources, Inc and that Allied Community Resources, Inc.  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Carol A. Bohnet  
Authorized Signatory

Carol A. Bohnet  
Printed Name

Sworn and subscribed to before me on this 17 day of January 2017.

Debra S. Asmus 11/2020  
Commissioner of the Superior Court/ Notary Public Commission Expiration Date



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

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

**INSTRUCTIONS:**

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

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**GIFT CERTIFICATION:**

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NONE				

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NONE				

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

Allied Community Resources, Inc.  
Printed Contractor Name

Carol A. Bohnet  
Signature of Authorized Official

Carol A. Bohnet  
Printed Name of Authorized Official

Subscribed and acknowledged before me this 17 day of January, 2017

Dorothy J. Stone  
Commissioner of the Superior Court (or Notary Public)

11/2020  
My Commission Expires



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, Description of Services Provided: NONE

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

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

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

Allied Community Resources, Inc. Signature of Principal or Key Personnel: Carol A. Bohnet, Date: 1/17/2017

Carol A. Bohnet, Printed Name (of above), Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

My Commission Expires 11/2020



STATE OF CONNECTICUT

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

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

CHECK ONE:  Initial Certification.  Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

✓ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

□ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Allied Community Resources, Inc. \_\_\_\_\_

Printed Respondent Name

Carol A. Bohnet \_\_\_\_\_

Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 17 day of January, 2017.

Commissioner of the Superior Court (or Notary Public)

My Commission Expire





# STATE OF CONNECTICUT

Current User: donna.locurto@ct.gov
Biznet Menu
Log In/Out

CHRO Form

## State of Connecticut

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

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

### Allied Community Resources, Inc.

ID	Job Category	Totals	White Male	White Female	Black Male	Black Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	Native Male	Native Female
7102	Officials/Managers	13	4	9	0	0	0	0	0	0	0	0
7103	Professionals	14	3	6	0	2	1	2	0	0	0	0
7104	Technicians	1	1	0	0	0	0	0	0	0	0	0
7105	Sales Workers	0	0	0	0	0	0	0	0	0	0	0
7106	Office/Clerical	59	4	35	0	6	1	12	0	1	0	0
7107	Craft Workers (Skilled)	0	0	0	0	0	0	0	0	0	0	0
7108	Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0
7109	Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0
7110	Service Workers	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>		<b>87</b>	<b>12</b>	<b>50</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>14</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>

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

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

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

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

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