

**PERSONAL SERVICE AGREEMENT
STATE OF CONNECTICUT**

CO-802A REV. 8/07 (Stock No. 6938-170-01)

Print or Type

**OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION**

1. THE STATE AGENCY AND THE CONTRACTOR, AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERE TO SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE C.G.S., AS APPLICABLE.

(1) ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	(2) IDENTIFICATION NO. PS 09DSS1201EL
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CONTRACTOR	(3) CONTRACTOR NAME COLONIAL COOPERATIVE CARE, INC.	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	CONTRACTOR ADDRESS 45 Salem Turnpike, Norwich, CT 06360	CONTRACTOR FEIN/SSN 061498411

STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Social Services, 25 Sigourney Street, Hartford, CT 06106	(6) AGENCY NO. DSS6000
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CONTRACT PERIOD	(7) DATE (FROM) 07/01/09	THROUGH (TO) 06/30/2014	(8) INDICATE MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD <input type="checkbox"/> NO <input type="checkbox"/> NEITHER <input checked="" type="checkbox"/>
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CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).	(9) REQUIRED NO. OF DAYS WRITTEN NOTICE. 30 Days
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COMPLETE DESCRIPTION OF SERVICE

(10) CONTRACTOR AGREES TO: (Include special provisions -- Attach additional blank sheets if necessary.)

PROVIDE DISABILITY AND UNEMPLOYABILITY DETERMINATION SERVICES AS DESCRIBED AND AS MORE FULLY DEFINED IN PART A SCOPE OF WORK ON PAGES TWO THROUGH TEN OF THIS CONTRACT. SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH THE MANDATORY TERMS AND CONDITIONS SET FORTH IN PART B ON PAGES ELEVEN THROUGH THIRTY-TWO OF THIS CONTRACT AND IN ACCORDANCE WITH PART C MEDICAL CRITERIA FOR THE GENERAL ASSISTANCE PROGRAM BEGINNING ON PAGE 33 OF THIS CONTRACT.

COST AND SCHEDULE OF PAYMENT

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

PAYMENTS TO THE CONTRACTOR SHALL EQUAL \$104.44 FOR EACH COMPLETED DETERMINATION. TOTAL PAYMENTS TO THE CONTRACTOR EACH CONTRACT YEAR SHALL NOT EXCEED \$711,870.00 AND THE TOTAL MAXIMUM CONTRACT VALUE FOR THE FIVE-YEAR TERM SHALL NOT EXCEED \$3,559,350.00. PAYMENT TERMS ARE SET FORTH ON PAGE 8 OF THIS CONTRACT.

(12) ACT CD	(13) DOC TYP	(14) COM TY P	(15) LSE. TYP.	(16) ORIG. AGCY DSS6000	(17) DOCUMENT NO.	(18) COMMIT AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN/SSN - SUFFIX 061498411
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(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO) 07/01/09 - 06/30/14
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Line No.	Reference	Fund	Department	Program		Account	Project/Grant	Chart 1	Chart 2	Amount
				SID						
	2010	11000	DSS60519	14000	10020	51131	DSS-NONPROJECT	16B012	DSS 00112	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCE AND APPROVALS		STATUTORY AUTHORITY §§ 4- 8, 17b-3	
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>John Mararty</i>	TITLE <i>Vice President</i>	DATE <i>6-26-09</i>	
(36) AGENCY (AUTHORIZED OFFICIAL) <i>Michael P. Starkowski</i>	TITLE Michael P. Starkowski, Commissioner	DATE <i>6/30/09</i>	
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE	
(38) ATTORNEY GENERAL (APPROVED AS TO FORM) <i>Assoc. Atty. General</i>	TITLE ASSOC. ATTY. GENERAL	DATE <i>7/10/09</i>	

Part A: Scope of Work

- I. **Purpose** - Throughout the term of this contract, Colonial Cooperative Care, hereinafter called "the Contractor" shall determine the "disability" and/or "unemployability" status of individuals requesting initial or on-going Medicaid disability coverage and/or SAGA cash benefits through the review of completed medical packets from the Department of Social Services, hereinafter called "the Department" to the Contractor.

- II. **Definitions**
 - a. **Case:** A completed medical packet submitted to the Contractor for the review of an individual's disability and/or unemployability status.

 - b. **Disability:** A medically determinable impairment or combination of impairments that is of such severity as to prevent the performance of previous work or any other substantial gainful activity, and that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. An individual who meets the disability criteria may be found eligible for Medicaid.

 - c. **Disability Examiner(s):** Licensed registered nursing staff who review and evaluate the medical information in the completed medical packet against clinical standards in accordance with Uniform Disability and Unemployability Determination Process. Disability Examiners evaluate medical evidence prior to review by the Vocational Examiner or Physician Advisor.

 - d. **Medicaid or Title XIX:** The federally matched program administered by the Department of Social Services that provides medical services for categorically, financially and otherwise eligible individuals, including those who have a disability.

 - e. **Review:** The process for the determination of disability (for Medicaid) and/or unemployability (for SAGA). The Contractor shall conduct a Review upon their receipt of:
 - i. a medical packet for an initial determination,
 - ii. a medical packet for redetermination,
 - iii. a medical packet previously classified as "undetermined" by the Contractor, referred back to the Contractor with additional information, and/or
 - iv. a medical packet resubmitted to the Contractor in conjunction with an appeal.

- f. **State Administered General Assistance (SAGA):** A cash and medical assistance program operated by the Department for indigent residents of the state who do not qualify for, or who are pending assistance from federal or federally-matched assistance programs.
- g. **Medical packet:** Medical, social and vocational information submitted to the Contractor by staff of the Department to be used by the Contractor to make a determination of disability and/or unemployability.
- h. **Physician Advisor:** The Contractor's staff person(s) responsible for all clinical aspects of the disability/unemployability determination program and who review and authorize all decisions made by Disability and Vocational Examiners.
- i. **Unemployability:** An impairment or combination of impairments that is of such severity as to prevent any substantial gainful activity and/or participation in education or training for a continuous period of six months or more. An individual who is found to meet the unemployability criteria may be eligible for SAGA cash benefits.
- j. **Vocational Examiner(s):** Master's level vocational counselors who, in determining residual functioning capacity for disability purposes, evaluate the impact of exertional and non-exertional impairments on the individual's ability to perform past relevant work and other work. Vocational Examiners also assess the impact of age, education, social, vocational and other factors that may impact the ability to work, for unemployability determination purposes.

III. Staff: The Contractor shall utilize Disability Examiners, Vocational Examiners and licensed specialty medical and psychiatric Physician Advisors to determine client disability and unemployability. A Physician Advisor will authorize all determinations by signature. The Contractor will provide staff with Spanish interpretive capability and will contract for other translation services when necessary.

IV. Determination Processes for Medicaid (Title XIX) Disability and SAGA Unemployability

- a. **Medical Packet Referral:** Department eligibility workers will assemble a medical packet with the required information necessary for the Contractor to make a determination of an individual's disability or unemployability status. A medical packet may include the following Department forms: a Medical Report (Form W-300), a Medical Statement (Form W-300A), a Client Supplement (Form W-303 or Form W-303S). The medical packet may also include medical records, educational, social and vocational information and any other supporting data available to the Department that

may be shared with the Contractor and be utilized to reach a Medicaid disability determination or SAGA unemployability determination. The Department shall mail the assembled medical packets to the Contractor accompanied by a Disability/Unemployability Routing Slip (DSS Form W-302).

- b. Uniform Processing Procedures:** To ensure the uniform processing of medical packets the Contractor shall apply established internal procedures that have been approved by the Department. At a minimum these procedures require:
- i. that medical packets are date-stamped on receipt;
 - ii. that cases are assigned to Disability Examiners within one business day of receipt,
 - iii. that the Disability Examiners review the packet to determine the adequacy of the information,
 - iv. that, if necessary, additional information is requested, if data is incomplete or unclear,
 - v. that incomplete or otherwise unusable medical packets are returned to the Department,
 - vi. that the Contractor track client demographic information, regional and town office data, client-specific case data, and
 - vii. that, if requested by the Department, the Contractor shall comply with specific handling requests.
- c. Uniform Disability and Unemployability Determination Process:** To determine the disability status of an individual the Contractor's Disability and Vocational Examiners shall apply the SSI/SSDI medical criteria described in 20CFR, Chapter III, Part 404, Subpart P, Appendices 1 and 2, and the sequential evaluation process described in 20CFR 416.920 against the information in the completed medical packet. . To determine unemployability, the Contractor's Disability and Vocational Examiners shall apply the medical and vocational criteria established by the Department, and attached herewith as Appendix D, against the information in the completed medical packet.
- d. Adjustments to the Determination Process:** The Contractor shall adjust the disability and/or unemployability review process if and when the Contractor is notified that the SSI/SSDI disability criteria or the Department's criteria for unemployability determinations have been revised.
- e. Additional Information Conditions:** If the Contractor requires additional information to determine disability or unemployability, the Contractor shall within three (3) days of receipt of the medical packet , make at least two (2) attempts to obtain additional information.

- f. Referral for Vocational Review:** A Disability Examiner will refer a case to a Vocational Examiner to conduct a vocational review if the Disability Examiner determines that medical findings alone do not meet the medical/psychiatric criteria for Medicaid and/or SAGA program eligibility.
- g. Vocational Disability Review:** A Vocational Examiner will review medical packets to determine an individual's physical and/or mental capacity to perform basic work activities on a sustained basis through an examination of the medical findings in the medical packet in conjunction with social and vocational factors. At a minimum the review process will include an (1) examination of the stated impairments, and (2) an assessment of the individual's residual functional capacity in light of his/her age, education, social and work history. Following the completion of the vocational review, the Vocational Examiner will document the medical and vocational findings and refer the case to a Physician Advisor for final review.
- h. Undetermined Findings:** The Contractor will return the medical packet to the Department with a finding of "undetermined" if the examiner: (1) cannot make a decision based upon the information submitted, or (2) has attempted to but has been unable to make contact with required information sources, or (3) cannot obtain additional information from the treating source following at least two (2) telephone and/or fax contacts. The Contractor will return the case to the Department case worker who made the referral with a cover letter describing the missing information that is preventing the Contractor from making a determination of a disability or unemployability.
- i. Findings of "Disabled" or "Unemployable":** The Contractor will make a finding of "disabled" or "unemployable" when the examiner's findings from their review of the medical packet, meet or exceed the Department's Medicaid or SAGA impairment criteria. The Examiner will refer the case to the onsite Physician Advisor for final determination.
- j. Findings of "Not Disabled" or "Employable":** The Contractor will find an individual "not disabled" for Medicaid and "employable" for SAGA when the examiner's findings from their review of the medical packet do not demonstrate that the client has an impairment that impacts his or her ability to work. The examiner will refer these cases to the onsite Physician Advisor for final review.

- k. Physician Advisor Final Review:** For each case submitted by a Disability or Vocational Examiner the Physician Advisor will apply uniform review procedures to the Examiner findings. The Physician Advisor will, by signature, document his or her final determination on the Internal Review Form. The Physician Advisor will state his or her rationale for the determination and if the Physician Advisor agrees that the individual meets the disability or unemployability criteria, shall assign duration.
- l. Possible Determinations:** The Contractor will determine both client disability and unemployability except when the Department requests only a disability determination. The Contractor's review may produce one of the six following possible determinations: (1) Disabled for Title XIX and Unemployable for SAGA; (2) Undetermined for Title XIX and Undetermined for SAGA; (3) Undetermined for Title XIX and Unemployable for SAGA; (4) Not Disabled for Title XIX and Unemployable for SAGA; (5) Not Disabled for Title XIX and Undetermined for SAGA; (6) Not Disabled for Title XIX and Employable for SAGA.
- m. Determination Reporting:** The Contractor shall document the results of the disability or unemployability determination and direct the results to the referring worker. The communication from the Contractor shall categorize the determination and include information as specified:
- i. A notice that a client has been determined Disabled or Unemployable must include:
 - ii. The initial month and year the client's impairment or combination of impairments met the disability or unemployability criteria, based on available evidence;
 - iii. The anticipated duration of the client's impairment(s);
 - iv. The date of any review, if needed.
 - v. A notice that the client's status is Undetermined must include: The identification of information not found in the case file, but required for the examiner to make a determination.
 - vi. A notice that a client has been determined Not Disabled and/or Employable must include: An explanation why the information provided does not meet the disability and/or unemployability criteria.
- n. Departmental Forms:** The Contractor shall utilize forms from the Department and/or reports submitted for SSI or Social Security Disability Insurance claims currently approved for these processes. The Contractor and the Department may revise these forms and processes in the future as necessary and by mutual agreement.

- o. Procedure Development:** All procedures developed by the Contractor in compliance with the provisions of this contract shall be submitted to the Department for approval. The Department shall not unreasonably withhold approval of such procedures.

- V. Contractor Timelines:** The Contractor shall make determinations within twenty-one (21) calendar days of receiving medical packets. The Contractor may, without penalty, extend the twenty-one (21) day deadline by the corresponding number of days when a Connecticut state or federal holiday occurs during the twenty-one (21) day period.

- VI. Appeals:** The Contractor shall conduct a secondary review with a different group of examiners when a client appeals the initial findings. The Contractor will notify the appropriate DSS regional office of its secondary review decision and will prepare a summary of its findings and conclusions for the Department's Office of Administrative Hearing and Appeals.

- VII. Reporting:** The Contractor shall provide the Department with the following monthly activity reports for Title XIX and SAGA:

 - a. Aggregate Report:** This report will summarize statewide case activity by program, including appeals. It will include the number of cases received, pending and completed with a breakdown of the determinations.
 - b. Monthly Determination Report/Case Listing:** This report will include all determinations sorted alphabetically by applicant last name. The report includes regional office, client's name, identification number, Social Security number and his or her date of birth, date the contractor received the determination request, Contractor mail date, days in progress and decision code.
 - c. Monthly Determinations Report/Case Listing by Regional Office:** This report includes all determinations sorted by DSS regional offices and then alphabetically by applicant last name. The report includes the client's name, identification number, Social Security number and his or her date of birth, date the Contractor received the determination request, Contractor mail date, days in progress and decision code.
 - d. Monthly Pending Case Summary:** This report sorts data by regional offices. The report includes the client's name, identification number, Social Security number and his or her date of birth, date the Contractor received the determination request, Contractor mail date and days in progress.

- e. **Monthly Appeal Report:** This report lists all appeal reviews and sorts data by DSS regional offices. The report includes the client's name, identification number, Social Security number and his or her date of birth, date the Contractor received the determination request, Contractor mail date, days in progress and decision code.
- f. **Semi-Annual Unduplicated Case Report:** This report provides an unduplicated list of all cases reviewed by the Contractor during the past six months and year-to-date with the dates and results of the reviews. This report shows the time lag between referral and decision. This report will provide a basis for possible process improvements aimed at reducing the number of "undetermined" findings.
- g. **Semi-Annual Report of Determinations by Body System Type:** This report categorizes disability and unemployability determinations by body system type for the previous six months and year-to-date.
- h. **Small and Minority Business Utilization Report:** This report will document the Contractor's use of small and minority business enterprises as provided in Section 4a-60g of the Connecticut General Statutes.

VIII. Payments: The Contractor will submit a monthly invoice for payment due for determinations completed in the prior month to:

Jana Engle
Bureau of Assistance Programs
State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106

The invoice will reflect actual number of determinations made by the Contractor at a rate of \$104.44 per determination minus any performance penalties in accordance with Section XI a, and subject to any interim budget or payment adjustments.

IX. Departmental Responsibilities

- a. **Medical Packets:** The Department shall provide the Contractor with a medical packet for each case.
- b. **Statutes and Regulations:** The Department shall promptly advise the Contractor of all statutory and regulatory changes affecting the Medicaid and SAGA programs.

- c. **Departmental Liaison:** The Department shall assign a staff person to act as a liaison between the Contractor and the Department.
- d. **List of Regional Offices:** The Department shall provide the Contractor with a list of regional offices (name, address, telephone and fax numbers and contact persons).

- X. **Process Improvements:** The Contractor may suggest alternative processes that yield equal or better results. Any such changes to the scope of work should be cost-neutral or result in savings to the State and shall only be implemented upon mutual agreement between the parties of the contract.

The Contractor and the Department will work together to determine the volume of and reasons why reviews result in an “undetermined” finding. The Contractor and the Department will work collaboratively to develop process improvements designed at reducing the number of reviews resulting in an “undetermined” finding.

XI. Performance Measures

- a. Beginning with month one of the contract and for each month thereafter, the Contractor shall deliver a minimum of ninety-five percent (95%) of the review determinations within the twenty-one (21) day timeline defined in Section V. When the Contractor returns more than five percent (5%) of determinations that exceed the twenty-one (21) day timeline in any reporting month, the Department shall reduce the Contractor’s total payment due for that month by one percent or fraction thereof for every “determination” percentage point or fraction thereof above the five percent (5%) threshold.
- b. The Contractor shall deliver the reports described in Section VII to the Department according to the following timetable:
 - i. Monthly reports described in a through and including e of Section VII shall be delivered by the tenth day of the following calendar month.
 - ii. The semi-annual reports described in f and g of the section shall be delivered by February 15, 2010 for the first six-month period of this contract year and August 15, 2010 for the second six-month period of this contract year.

- iii. The report described in item h shall be delivered in accordance with the following schedule: by October 15 for the period of July 1 through September 30; by January 15 for the period of October 1 through December 31; and by April 15 for the period January 1 through March 31 and by July 15 for the period April 1 through June 30.

XII. Notices:

- a. Notices to the Contractor shall be directed to:

Mr. John Moriarty
Colonial Cooperative Care
45 Salem Turnpike
Norwich, CT 06360

- b. Notices to the Department regarding program issues shall be directed to:

Mr. Marc Shok
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5246

- c. Notices to the Department regarding contractual issues, including billing and the submission of Small and Minority Business Utilization Reports shall be directed to:

Ms. Kathleen Brennan
Contract Administration
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5693

Part B: Mandatory Terms and Conditions

A. Inspection of Work Performed. The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department 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. Contractor Obligations

- 1. Credits and Rights in Data.** (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications 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 Department 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 the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department 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 Department of such data. (b) "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, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, 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.

2. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
3. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
4. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis. "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, its employees, Board members or members of the Contractor's governing body, 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.
5. **Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
6. **Suspension or Debarment.** (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or

local); (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her 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; 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) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses; (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault. (b) Any change in the above status shall be immediately reported to the Department.

7. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.
8. **Subcontracts.** Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly approved by the Department. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
9. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.
10. **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 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 uncopied 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 provisions 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.

11. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission. (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable. (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department 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 commissioner pursuant to this provision, 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 Department 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 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.

12. Compliance with Law and Policy. Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

13. Litigation. (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract. (b) The Contractor shall provide written notice to the Department 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, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation and Termination

- 1. Contract Amendments.** (a) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General. (b) No amendments may be made to a lapsed contract.
- 2. Contract Reduction.** (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that: the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or federal funding reductions result in reallocation of funds within the Department. (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the

Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

- 3. Default by the Contractor.** (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may: (1) withhold payments until the default is resolved to the satisfaction of the Department; (2) temporarily or permanently discontinue services under the contract; (3) require that unexpended funds be returned to the Department; (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department; (5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance; (6) terminate this contract; (7) 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; (8) any combination of the above actions. (b) In addition to the rights and remedies granted to the Department by this contract, the Department 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. (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final. (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. **Non-enforcement Not to Constitute Waiver.** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. **Cancellation and Recoupment.** (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract. (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final. (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. (d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department 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 Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. **Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000.

Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. Termination. All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 90 days prior to the specified date of termination.

a. Termination for Convenience: The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.

1. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested.

2. Termination shall be effective as of the close of business on the date specified in the notice.

b. Termination for Financial Instability: In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for 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, the Department may, at its option, immediately terminate this contract.

1. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department.

2. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.

- c. Procedure for Termination: In addition to the requirements set forth above, upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
 - 1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - 2. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
 - 3. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination. Be entitled to payment for services rendered through the effective date of termination.

- d. Transition after Termination or Expiration of Contract. In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract.
 - 1. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs.
 - 2. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate

an amendment to extend the term of the current contract until the transition may be concluded.

8. **Program Cancellation.** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
9. **Mergers and Acquisitions.** (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department. (b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes. (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

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

- e. The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- f. The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- g. Definitions
 - 1. “Business Associate” shall mean the Contractor.
 - 2. “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - 3. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - 4. “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).
 - 5. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - 6. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - 7. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - 8. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - 9. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - 10. “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - 11. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - 12. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- h. Obligations and Activities of Business Associates.
 - 1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
6. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
7. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
11. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I 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.
12. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

i. Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Specific Use and Disclosure Provisions: (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

j. Obligations of Covered Entity.

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- k. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- l. Term and Termination.
1. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either: (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

m. Miscellaneous Provisions.

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, 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 pursuant to this Contract. 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 all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, 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.
2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, 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 will 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 agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
 3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The

Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes 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 use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
- 5. Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes: (a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representatives 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 § 46a-56 of the Connecticut General Statutes; (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 provisions of this section and § 46a-56 of the Connecticut General Statutes. (b) The Contractor shall include the provisions of subsection (a) 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 § 46a-56 of the Connecticut General Statutes 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. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities.** The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes: (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to

provide the commission of 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 Conn. Gen. Stat. § 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 project. (b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of 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 Conn. Gen. Stat. § 49-60g. (c) For the purposes of this section, "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations 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 action 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) Contractor shall include the provisions of subsection (a) 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 provision 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 Conn. Gen. Stat. § 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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. **Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. 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 the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. 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 provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

- 8. Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.
- 9. Non-smoking.** If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.
- 10. Executive Orders. (a) Executive Order No. 3: Nondiscrimination.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference

and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. **(b) Executive Order No. 16: Violence in the Workplace Prevention Policy.** This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that: (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow; (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury; (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site; (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules; (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above. **(c) Executive Order No. 17: Connecticut State Employment Service Listings.** This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and

several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service. **(d) Executive Order No. 7C:** Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that: (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency. (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title. (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1. **(e) Executive Order No. 14:** Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

FINAL

Part C: Medical Criteria for the General Assistance Program

STANDARDS OF ADMINISTRATION

Section 17-3a-42.1 MEDICAL CRITERIA FOR THE GENERAL
ASSISTANCE PROGRAM

Statutory Authority: 17b-689(c) [formerly 17-281a(c)]

The Commissioner has established the following severity and durational standards of unemployability in the General Assistance program. These standards reflect federal disability standards for the Title XIX and SSI programs, except that they are of less severity and of shorter duration (expected to last six months).

MEDICAL STANDARDS OF UNEMPLOYABILITY FOR THE
GENERAL ASSISTANCE PROGRAM
LISTING OF IMPAIRMENTS

In order to meet a listing, an impairment must have an expected duration of six months.

A. MUSCULOSKELETAL SYSTEM

- (1) Arthritis of Any Major Joint (hips, knees, hands or feet).

Arthritis of any major joint must be substantiated by (a) and (b):

(a) the presence of three of the following clinical findings:

1. pain;
2. swelling;
3. tenderness;
4. warmth;
5. redness;
6. stiffness;
7. limitation of motion;

and

(b) corroboration of the diagnosis by two of the following:

1. positive serologic test for rheumatoid factor; or anti-nuclear antibody or HLAB antigen;
2. elevated sedimentation rate;
3. positive joint fluid culture,
4. elevation of white blood count;
5. significant anatomical deformity;
6. x-ray evidence of significant joint space narrowing or bony destruction

- (2) Disorders of the Spine. Disorders of the spine must be demonstrated by one of the following:
- (a) x-ray evidence of significant arthritic changes manifested by ankylosis, or fixation, or motion limitation (objective);
- or
- (b) bone density evidence of significant osteoporosis manifested by pain and real motion limitation;
- or
- (c) evidence of other vertebrogenic disorders (for example, herniated nucleus pulposus or spinal stenosis), with all of the following:
 - 1. pain;
- and
- 2. significant limitation of motion in the spine;
- and
- 3. appropriate radicular distribution of significant sensory, motor, or flex abnormalities.
- (3) Fracture of a Major Bone.
- (a) when solid union has not occurred.
- (4) Soft Tissue Injuries or Loss. Soft tissue injuries or loss, including burns, must be demonstrated by one of the following:
- (a) significant loss which prohibits function of an upper or lower extremity;
- or
- (b) significant body surface involvement;
- or
- (c) involvement of critical areas such as hands and feet that prevents their use.

B. SPECIAL SENSES AND SPEECH

- (1) Impairment of Central Visual Acuity. Remaining vision in the better eye after best correction must be 20/100 or less.

(2) Contraction of Peripheral Visual Fields. Contraction of peripheral visual fields in the better eye must meet one of the following:

(a) to 20 degrees or less from point of fixation;

or

(b) so the widest diameter subtends an angle no greater than 25 degrees;

or

(c) to 25 percent or less visual field efficiency;

(3) Hearing Impairments. Hearing must not be restorable by a hearing aid, and the impairment must be manifested by one of the following:

(a) average hearing threshold sensitivity for air conduction of 90 decibels or greater; and for bone conduction to corresponding maximal levels, in the better ear, determined by the simple average of hearing threshold levels at 500, 1000 and 2000 Hz;

or

(b) speech discrimination scores of 40 percent or less in the better ear.

(4) Disturbance of Labyrinthine-Vestibular Function. Disturbance of labyrinthine-vestibular function (including Meniere's disease) must be demonstrated by:

(a) more than one attack of balance disturbance and tinnitus within a 3 month period immediately preceding application for Unemployability for the General Assistance Program;

and

(b) the symptoms must affect daily functions;

and

(c) the diagnosis must be corroborated by:

(i) disturbed function of vestibular labyrinth demonstrated by caloric or other vestibular tests;

or

(ii) hearing loss established by audiometry;

C. RESPIRATORY SYSTEM

- (1) Chronic Obstructive Airway Disease. Spirometric evidence of airway obstruction must be demonstrated by maximum voluntary ventilation (MVV) and one-second forced expiratory volume (FEV1) with both values equal to or less than those specified in Table I, corresponding to height.

TABLE I

HEIGHT (INCHES)	MVV (MBC) EQUAL TO OR LESS THAN (L/MIN)	AND	FEV1 EQUAL TO OR LESS THAN (L)
57 or Less	42		1.5
58	43		1.5
59	44		1.5
60	45		1.6
61	46		1.6
62	47		1.6
63	48		1.6
64	49		1.7
65	50		1.7
66	51		1.7
67	52		1.8
68	53		1.8
69	54		1.8
70	55		1.9
71	56		1.9
72	57		1.9
73 or More	58		1.9

- (2) Diffuse Pulmonary Fibrosis. Diffuse pulmonary fibrosis due to any cause must be demonstrated by **both of the following**:
- (a) total vital capacity (VC) must be equal to or less than the values specified in Table II below, corresponding to height.

TABLE II

HEIGHT OR LESS THAN (INCHES)	VC EQUAL (L)
57 or Less	1.7
58	1.8
59	1.8
60	1.9
61	1.9
62	2.0
63	2.0
64	2.1
65	2.1
66	2.2
67	2.2
68	2.3
69	2.3
70	2.4
71	2.4
72	2.5
73 or More	2.5

and

- (b) arterial oxygen tension (po₂) at rest and simultaneously determined arterial carbon dioxide tension (pCO₂) values must be equal to or less than those specified in Table III below.

TABLE III

ARTERIAL pCO ₂ (mm Hg)	ARTERIAL po ₂ EQUAL TO OR LESS THAN (mm Hg)
30 or Below	75
31	74
32	73
33	72
34	71
35	70
36	69
37	68
38	67
39	66
40 or Above	65

- (3) Other Restrictive Ventilatory Disorders. Other restrictive ventilatory disorders (such as kyphoscoliosis, thoracoplasty, and pulmonary resection) must be substantiated by total vital capacity (VC) equal to or less than the values specified in Table IV below, corresponding to height.

TABLE IV

HEIGHT (INCHES)	VC EQUAL TO OR LESS THAN (L)
59	1.5
60	1.6
61	1.6
62	1.6
63	1.6
64	1.7
65	1.7
66	1.7
67	1.8
68	1.8
69	1.8
70	1.9

- (4) Active Pulmonary Tuberculosis. Active pulmonary tuberculosis must be corroborated by one of the following:
- (a) positive culture;
- or
- (b) x-ray evidence of increasing lesions or cavitation.
- (5) Other Respiratory Disorders. Other respiratory disorders must be shown by the presence of at least two of the following:
- (a) shortness of breath, wheezing, rhonchi, rales, cough or fever;
 - (b) significant x-ray changes;
 - (c) significant laboratory abnormalities.

D. CARDIOVASCULAR SYSTEM

- (1) Open Heart Surgery. The criteria in (D)(3) or (D)(4) must be met.
- (2) Ischemic Heart Disease.
 - (a) ischemic heart disease, with chest pain of cardiac origin, must be corroborated by **one of the following**:
 - (1) significantly diminished exercise tolerance corroborated by results of ETT;
 - (2) significant ischemic changes on resting EKG;
 - (3) EKG evidence of myocardial infarction at some time and symptoms if EKG evidence is more than six (6) months old;
 - (4) development of significant arrhythmia;
 - (5) angiographic evidence (obtained independently) of coronary artery disease;
 - (6) development of left bundle block.
 - (3) Congestive Heart Failure. Congestive heart failure must be manifested by:
 - (a) evidence of vascular congestion (such as hepatomegaly or peripheral or pulmonary edema);

and

 - (b) evidence of congestive heart failure on clinical examination;

or

 - (c) significant x-ray or EKG changes.
 - (4) Arteriosclerosis Obliterans or Thromboangiitis. Arteriosclerosis obliterans or thromboangiitis must be substantiated by **both (a) and (b)**:
 - (a) intermittent claudication;

and

 - (b) absence of peripheral arterial pulsations below the knee.
 - (5) Venous Insufficiency of the Lower Extremity. Venous insufficiency of the lower extremity must be associated with **two of the following**:
 - (a) varicosities;
 - (b) brawny edema;
 - (c) stasis dermatitis;
 - (d) ulceration.

E. DIGESTIVE SYSTEM

- (1) Gastrointestinal disorders must demonstrate the presence of clinical findings under (a) or (b) below:

(a) significant pathology (any structural and/or functional manifestation of disease of the digestive tract which is not self limited in its course or natural history, e.g.: recurrent upper GI hemorrhage; stricture, stenosis, or obstruction of the esophagus; peptic ulcer disease despite therapy; gastric outlet obstruction; s/p shunt operation for esophageal varices; ulcerative or granulomatous colitis; regional enteritis or Crohn's disease; presence of one or more fistula(e) or abscess(es); recurrent obstruction of any part of GI-Tract) demonstrated by x-ray, endoscopy, barium enema, biopsy or other objective criteria;

OR

- (b) the presence of one of the following:

1. abscess or fistula formation;
2. hematocrit of 30 percent or less;
3. serum albumin of 3.0 g per deciliter (100 ml) or less;
4. serum calcium of 8.0 mg per deciliter;
5. fat in stool of 7.0 m or greater per 24-hour specimen;
6. nitrogen in stool of 3.0 g or greater per 24-hour specimen;
7. evidence of pancreatic dysfunction;
8. systemic manifestations such as arthritis, iritis or liver dysfunction not attributable to other causes.

- (2) Diseases of the Liver.

(a) Chronic or Persistent Liver Disease. Chronic liver diseases (portal, postnecrotic, biliary cirrhosis, chronic active hepatitis, prolonged acute viral hepatitis, or Wilson's disease) must be substantiated by one of the following:

1. a history of significant and unresolved hyperbilirubinemia;
2. ascites due to hypoalbuminemia;
3. mental confusion;
4. confirmation of liver disease by liver biopsy;
5. clinical demonstration of two of the following:
 - a. bleeding from esophageal varices;
 - b. hepatic cell necrosis or inflammation;
 - c. hepatic encephalopathy.

- (3) Weight Loss. Weight loss due to any gastrointestinal disorder despite treatment and proper nutrition must be substantiated by weight loss equal to or less than the values specified in Table V (for men) and Table VI (for women), corresponding to height.

TABLE V - MEN

HEIGHT (INCHES)	WEIGHT (POUNDS)
61	95
62	98
63	100
64	103
65	106
66	109
67	112
68	116
69	119
70	122
71	126
72	129
73	133
74	136
75	139
76	143

TABLE VI - WOMEN

HEIGHT (INCHES)	WEIGHT (POUNDS)
61	82
62	84
63	87
64	89
65	92
66	94
67	97
68	100
69	104
70	107
71	111
72	114
73	117
74	121
75	124
76	128

F. GENITOURINARY SYSTEM

- (1) Impairment of Renal Function. Impairment of renal function due to any cause must be substantiated by one of the following:
- (a) elevation of serum creatinine;
 - (b) hematocrit of 30 percent or less;
 - (c) renal osteodystrophy manifested by bone pain and appropriate radiographic abnormalities;
 - (d) documented fluid overload syndrome;
 - (e) anorexia;
 - (f) hemodialysis or peritoneal dialysis;
 - (g) proteinuria.

G. HEMIC AND LYMPHATIC SYSTEMS

- (1) Anemia. Anemia must be substantiated by a hematocrit of 30 percent or less that is not tolerated.
- (2) Sickle Cell Disease. Sickle cell disease or one of its variants must be substantiated by a documented painful (thrombotic) crisis within the thirty (30) day period immediately preceding application for Unemployability for the General Assistance Program.

H. SKIN

All skin disorders and infections will be considered incapacitating when one of the following is present:

- (1) involvement of extensive body areas;
- or
- (2) involvement of critical areas such as hands, feet, axillae, perineum or face.

I. ENDOCRINE SYSTEM

- (1) Diabetes mellitus must be substantiated by one of the following:
 - (a) peripheral neuropathy manifested by decreased sensation and loss of vibration and positional sense;
 - (b) significant visual impairment according to the criteria in special Senses and Speech(B)(1) or (B)(2);
 - (c) amputation due to diabetic necrosis or peripheral vascular disease.
- (2) Obesity
 - (a) must be substantiated by weight equal to or greater than the values specified in Table VII for males or Table VIII for females;

and

- (b) one of the following:
 - (1) a history of significant pain and limitation of motion in any weight-bearing joint or the lumbosacral spine;
 - (2) significant hypertension;
 - (3) a history of significant cardiovascular difficulties;
 - (4) chronic venous insufficiency with pain or superficial varicosities;
 - (5) significant respiratory difficulties.

TABLE VII - MEN

HEIGHT (INCHES)	WEIGHT (POUNDS)
60	246
61	252
62	258
63	264
64	270
65	276
66	284
67	294
68	302
69	310
70	318
71	328
72	336
73	346
74	356
75	364
76	374

TABLE VIII - WOMEN

HEIGHT (INCHES)	WEIGHT (POUNDS)
56	208
57	212
58	218
59	224
60	230
61	236
62	242
63	250
64	258
65	266
66	274
67	282
68	290
69	298
70	306
71	314
72	322

J. MULTIPLE BODY SYSTEMS

- (1) Lupus Erythematosus. Disseminated lupus erythematosus must be established by a positive LE preparation or biopsy or positive ANA test. Exacerbation (involving renal, cardiac, pulmonary, gastrointestinal or central nervous systems) must have occurred within the thirty day period immediately preceding application for Unemployability for the General Assistance Program.

K. NEUROLOGICAL SYSTEM

- (1) Central Nervous System Vascular Accident. Two of the following must be met:
- (a) ineffective speech or communication;
 - (b) significant disorganization of motor function in one or more extremities interfering with locomotion or use of fingers, hands and arms;
 - (c) significant mental status abnormalities.

- (2) Epilepsy. Major motor seizures (or partial complex) documented by EEG and by clinically detailed description of a typical seizure pattern, including all associated phenomena and occurring more frequently than once a month in spite of at least one month of prescribed treatment. **One of the following** must be met:

(a) daytime episodes (loss of consciousness and convulsive seizures);

or

(b) nocturnal episodes manifesting residuals which interfere significantly with activity during the day.

- (3) Epilepsy. Minor seizures (petit mal, psychomotor or focal) documented by EEG and by detailed description of a typical seizure pattern, including all associated phenomena and occurring more frequently than once weekly in spite of at least one month of prescribed treatment. **One of the following** must be met:

(a) alteration of awareness;

or

(b) loss of consciousness and transient postictal manifestations of unconsciousness and transient postictal manifestations of unconventional behavior or significant interference with activity during the day.

- (4) Parkinsonian syndrome. The criteria in **(a) or (b)** must be met. If either is met, the clinical picture **must result in (c)**:

(a) significant rigidity, bradykinesia, or tremor in two extremities;

or

(b) significant rigidity, bradykinesia, or tremor in one extremity, if in dominant hand with significant loss of dexterity;

and

(c) resulting in sustained disturbance of gross and dexterous movements, or gait and station.

- (5) Spinal cord or nerve root lesions, due to any cause with disorganization of motor function (significant and persistent disorganization of motor function in a single extremity, resulting in sustained disturbance of gross and dexterous movements or gait and station).

- (6) Multiple Sclerosis. Disorganization of motor function with **one of the following**:
- (a) significant and persistent disorganization of motor function in two extremities, or one dominant upper extremity, resulting in sustained disturbance of gross and dexterous movements, or gait and station; or marked motor fatigability;
- or
- (b) impairment of central visual acuity. Remaining vision in the better eye after best correction must be 20/100 or less;
- or
- (c) contraction of peripheral visual fields. Contraction of peripheral vision fields in the better eye muscle:
 - (1) to 20 degrees or less from the point of fixation;
- or
- (2) so the widest diameter subtends an angle no greater than 25 degrees;
- or
- (3) to 25 percent or less visual field efficiency.
- (7) Myasthenia gravis. The following criteria in **(a) or (b)** must be met, **while receiving prescribed treatment**:
- (a) significant difficulty with speaking, swallowing, or breathing ;
- or
- (b) significant motor weakness of muscles of extremities on repetitive activity against resistance;
- (8) Myotonic muscular dystrophy with disorganization of motor function (significant and persistent disorganization of motor function in two extremities resulting in sustained disturbance of gross and dexterous movements, or gait and station).
- (9) Peripheral neuropathies with disorganization of motor function (significant and persistent disorganization of motor function in one extremity, resulting in sustained disturbance of gross and dexterous movements, or gait and station) in spite of prescribed treatment.
- (10) Subacute combined cord degeneration (pernicious anemia) with disorganization of motor function described in **(a) and (b)** below and not significantly improved by prescribed treatment:

- (a) significant and persistent disorganization of motor function in one extremity, resulting in sustained disturbance of gross and dexterous movements, or gait and station;

and

- (b) unsteady, broad-based or ataxic gait causing significant restriction of mobility substantiated by appropriate posterior column signs.
- (11) Cerebral trauma. Evaluate under the provisions for Cerebral Nervous System Vascular Accident (K)(1) or Epilepsy (K)(2) or (K)(3); or Dementia with or without Delirium (L)(2).

L. MENTAL DISORDERS

- (1) The following definitions should be used when referencing this section:
 - (a) Need for Medical Evidence: The existence of a medically determinable impairment must be established by medical evidence consisting of clinical signs, symptoms and/or laboratory test findings. These findings may be intermittent or persistent depending on the nature of the disorder. Clinical signs are medically demonstrable phenomena which reflect specific abnormalities of behavior, affect, thought, memory, orientation or contact with reality. These signs are typically assessed by a psychiatrist. Symptoms or complaints are presented by the individual. Signs and symptoms generally cluster together to constitute recognizable clinical syndromes (mental disorders). Both symptoms and signs which are part of any diagnosed mental disorder must be considered in evaluating severity.
 - (b) Assessment of Severity: For mental disorders, severity is assessed in terms of the functional limitations imposed by the impairment. Where "marked" is used as a standard for measure the degree of limitation, it means more than moderate, but less than extreme. A marked limitation may arise when several activities or functions are impaired or even when only one is impaired, so long as the degree of limitation is such as to seriously interfere with the ability to function independently, appropriately and effectively.
 - 1. Activities of daily living including adaptive activities such as cleaning, shopping, cooking, taking public transportation, paying bills, maintaining a residence, caring appropriately for one's grooming and hygiene, using telephones and directories, using a post office, etc.. In the context of the individual's overall situation, the quality of these activities is judged by their independence, appropriateness and effectiveness. It is necessary to define the extent to which the individual is capable of initiating and participating in activities independent of supervision or direction.

"Marked" is not the number of activities which are restricted but the overall degree of restriction or combination of restrictions which must be judged.

2. Social functioning refers to an individual's capacity to interact appropriately and communicate effectively with other individuals. "Marked" is not the number of areas in which social functioning is impaired, but the overall degree of interference in a particular area or combination of areas of functioning.
3. Concentration, persistence and pace refer to the ability to sustain focused attention sufficiently long to permit the timely completion of tasks commonly found in work settings. In activities of daily living, concentration may be reflected in terms of ability to complete tasks in everyday household routines. Deficiencies in concentration, persistence and pace are best observed in work and work-like settings.
4. Documentation: The presence of a mental disorder should be documented primarily on the basis of reports from individual providers, such as psychiatrists, and facilities such as hospitals and clinics. Adequate descriptions of functional limitations must be obtained from these or other sources which may include programs and facilities where the individual has been observed over a considerable period of time.

Information from both medical and non-medical sources may be used to obtain detailed descriptions of the individual's activities of daily living; social functioning; concentration, persistence and pace; or ability to tolerate increased mental demands (stress). This information can be provided by programs such as community mental health centers, day care centers, sheltered workshops, etc. It can also be provided by others, including family members, who have knowledge of the individual's functioning. In some cases descriptions of activities of daily living or social functioning given by individuals or treating sources may be insufficiently detailed and/or may be in conflict with the clinical picture otherwise observed or described in the examination of reports. Evidence may include treatment notes, hospital discharge summaries, and work evaluation or rehabilitation progress notes if these are available. It is necessary to resolve any inconsistencies or gaps that may exist in order to obtain a proper understanding of the individual's functional restrictions.

Some individuals may be attempted to work or may actually have worked during the period of time pertinent to the determination of disability. This may have been an independent attempt at work, or it may have been in conjunction with a community mental health or other sheltered program which may have been of either short or long duration. Information concerning the individual's behavior during any attempt to work and the circumstances surrounding termination of the work effort are particularly useful in determining the individual's ability or inability to function in a work setting.

5. **Chronic Mental Impairments:** Particular problems are often involved in evaluating mental impairments in individuals who have long histories of repeated hospitalizations or prolonged outpatient care with supportive therapy and medication. Individuals with chronic psychotic disorders commonly have their lives structured in such a way to minimize stress and reduce their signs and symptoms. Such individuals may be much more impaired for work than their signs and symptoms would indicate. The results of a single examination may not adequately describe these individual's sustained ability to function. It is therefore, vital to include all pertinent and available information relative to the individual's condition, especially at times of increased stress.
 6. **Effect of Medication.** Attention must be given to the effect of medication on the individual's signs, symptoms and ability to function. While psychotropic medications may control certain primary manifestations of a mental disorder, e.g. hallucinations, such treatment may or may not affect the functional limitations imposed by the mental disorder. In such cases where overt symptomatology is attenuated by the psychotropic medications, particular attention should be included on the functional restrictions which may persist. These functional restrictions are important for the measure of impairment severity.

Neuroleptics, the medicines used in the treatment of some mental illnesses, may cause drowsiness, blunted effect, or other side effects involving other body systems. Such side effects must be considered in evaluating overall impairment severity. Where adverse effects of medications contribute to the impairment severity and the impairment does not meet the listings but is nonetheless severe, such adverse effects must be considered in the assessment of the disability.
 7. **Effect of Treatment:** It must be remembered that with adequate treatment some individuals suffering with chronic mental disorders not only have their symptoms and signs ameliorated but also return to a level of function close to that of their premorbid status.
- (2) **Dementia with or without delirium.** Psychological, cognitive or behavioral abnormalities associated with a dysfunction of the brain. History and physical examination or laboratory tests demonstrate the presence of specific organic factor judges to be etiologically related to the abnormal mental state and loss of previously acquired functional abilities.

The required level of severity for these disorders is met when the requirements in both **(a) and (b)** are satisfied.

- (a) demonstration of loss of specific cognitive abilities or affective changes and the medically documented persistence of at least **one of the following**:
1. disorientation to time and place;
 2. substantial memory loss impairment;
 3. perceptual or thinking disturbances (e.g. hallucinations, delusions);
 4. change in personality;
 5. disturbance in mood;
 6. emotional lability (e.g. explosive temper outbursts, sudden crying, etc.) and impairment in impulse control;
 7. loss of measured intellectual ability of at least fifteen (15) IQ. points from premorbid levels or overall impairment index clearly within the moderately to severely impaired range on neuropsychological testing (e.g. the Luria-Nebraska, Halstead-Reitan, etc.);

and

- (b) Resulting in at least **one of the following**:
1. marked restriction of activities of daily living;
 2. marked difficulties in maintaining social functioning;
 3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
 4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behaviors).
- (3) Schizophrenic, Paranoid and Other Psychotic Disorders. Characterized by the onset of psychotic features with deterioration from a previous level of functioning.

The required level of severity for these disorders is met when the requirements in both **(a) and (b) or (c)** are met:

- (a) medically documented persistence, either continuous or intermittent, of **one of the following**:
1. delusions or hallucinations;
 2. catatonic or other grossly disorganized behavior;

3. incoherence, loosening of associations, illogical thinking, or poverty or content of speech if associated with one of the following;
 - i. blunt affect;
 - ii. flat affect;
 - iii. inappropriate affect;
4. emotional withdrawal and/or isolation;

and

(b) resulting in at least one of the following:

1. marked restriction of activities of daily living;
2. marked difficulties in maintaining social functioning;
3. deficiencies in concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behavior);

or

(c) medically documented history of one or more episodes of acute symptoms, signs and functional limitations which at the time met the requirements in (a) and (b) of this listing, although these symptoms or signs are currently attenuated by medication or psychosocial support, and one of the following:

1. repeated episodes of deterioration or decompensation in situations which cause the individual to withdraw from the situation or to experience exacerbation of signs or symptoms (which may include deterioration of adaptive behaviors);

or

2. documented current history of two or more years inability to function outside of a highly supportive living situation.

(4) **Affective Disorders.** Characterized by a disturbance of mood, accompanied by a full or partial manic or depressive syndrome. Mood refers to a prolonged emotion that colors the whole psychic life; generally involving either depression or elation.

The required level of severity for these disorders is met when the requirements in both (a) and (b) are met.

(a) medically documented persistence, 1 or 2 or 3 below must be met:

1. depressive syndrome characterized by at least three of the following:
 - a. anhedonia or pervasive loss of interest in almost all activities;

- b. appetite disturbance with change in weight;
- c. sleep disturbance;
- d. psychomotor agitation or retardation;
- e. decreased energy;
- f. feelings of guilt or worthlessness;
- g. difficulty concentrating or thinking;
- h. thoughts of suicide;
- i. hallucinations, delusions or paranoid thinking;

or

2. Manic syndrome characterized by at least two of the following:
- a. hyperactivity;
 - b. pressure of speech;
 - c. flight of ideas;
 - d. inflated self-esteem;
 - e. decreased need for sleep;
 - f. easy distractibility;
 - g. involvement in activities that have a high probability of painful consequences which are not recognized;
 - h. hallucinations, delusions or paranoid thinking;

or

3. Bipolar syndrome with a history of episodic periods manifested by the full symptomatic picture of both manic and depressive syndromes (and currently characterized by either or both syndromes;

AND

(b) resulting in at least one of the following:

- 1. marked restriction of activities of daily living;
- 2. marked difficulties in maintaining social functioning;
- 3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in working settings or elsewhere);
- 4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behaviors).

- c. apprehensive expectation;
- d. vigilance and scanning;

or

- 2. a persistent irrational fear of a specific object, activity or situation;

or

- 3. recurrent severe panic attacks manifested by a sudden unpredictable onset of intense apprehension, fear, terror and sense of impending doom occurring on the average of at least once a week;

or

- 4. recurrent obsessions or compulsions which are a source of marked distress;

or

- 5. recurrent and intrusive recollections of a traumatic experience, which are a source of marked distress;

AND

(b) resulting in at least one of the following:

- 1. marked restriction of activities of daily living;
- 2. marked difficulties in maintaining social functioning;
- 3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
- 4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behaviors);

OR

(c) resulting in complete inability to function independently outside the area of one's home.

(7) Psychophysiological Disorders. Physical symptoms for which there are no demonstrable organic findings or known physiological mechanisms.

The required level of severity for these disorders is met when the requirements in both (a) and (b) are met

(a) medically documented by evidence of 1 or 2 or 3:

- (5) Mental Retardation and Autism. Mental retardation refers to a significantly subaverage general intellectual functioning with deficits in adaptive behavior initially manifested during the developmental period (before age 22). (Note: The scores specified below refer to those obtained on the WAIS, and are used only for reference purposes. Scores obtained on other standardized and individually administered tests are acceptable, but the numerical values obtained must indicate a similar level of intellectual functioning). Autism is a pervasive developmental disorder characterized by social and significant communication deficits originating in the developmental period.

The required level of severity for this disorder is met when one of the following is met:

- (a) mental incapacity evidenced by dependence upon others for personal needs (e.g. toileting, eating, dressing, or bathing, an inability to follow directions), such that the use of standardized measures of intellectual functioning is precluded;
 - (b) a valid verbal, performance, or full scale IQ of 59 or less; ^{70?}
 - (c) a valid verbal, performance, or full scale IQ of 60 to ~~69~~ ^{70?} inclusive and a physical or other mental impairment imposing additional or significant work-related limitation of function;
 - (d) a valid verbal, performance, or full scale IQ of 60 to ~~69~~ ^{70?} inclusive or in the case of autism, gross deficits of social and communicative skills with one of the following:
 1. marked restriction of activities of daily living;
 2. marked difficulties in maintaining social functioning;
 3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
 4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration or adaptive behaviors).
- (6) Anxiety Related Disorders. In these disorders anxiety is either the predominant disturbance or it is experienced if the individual attempts to master symptoms; for example, confronting the dreaded object or situation in a phobic disorder or resisting the obsessions or compulsions in obsessive compulsive disorders.

The required level of severity for these disorders is met when the requirements in both (a) and (b) are met, or when the requirements in both (a) and (c) are met.

- (a) medically documented findings meeting 1 or 2 or 3 or 4 or 5:

1. generalized persistent anxiety accompanied by two of the following signs or symptoms:
 - a. motor tension;
 - b. autonomic hyperactivity;

1. a history of multiple physical symptoms of several years duration, beginning before age 30, that have caused the individual to take medicine frequently, see a physician often and alter life patterns significantly;
2. persistent non-organic disturbance of one of the following:
 - i. vision;
 - ii. speech;
 - iii. hearing;
 - iv. use of a limb;
 - v. movement and its control (e.g. coordination disturbance, psychogenic seizures, akinesia, dyskinesia);
 - vi. sensation (e.g. diminished or heightened).
3. unrealistic interpretation of physical signs or sensations associated with the preoccupation or belief that one has a serious disease or injury;

and

(b) resulting in two of the following:

1. marked restriction of activities of daily living;
2. marked difficulties in maintaining social functioning;
3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
4. repeated episodes of deterioration or decompensation on work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behavior).

- (8) Personality Disorders. A personality disorder exists when personality traits are inflexible and maladaptive and cause either significant impairment in social or occupational functioning or subjective distress. Characteristic features are typical of the individual's long term functioning and are not limited to discrete episodes of illness.

The level of severity for these disorders is met when the requirements in both (a) and (b) are met.

(a) deeply ingrained, maladaptive patterns of behavior associated with one of the following:

1. seclusiveness or autistic thinking;
2. pathologically inappropriate suspiciousness or hostility;
3. oddities of thought, perception, speech and behavior;
4. persistent disturbances of mood or affect;
5. pathological dependence, passivity or aggressivity;

6. intense and unstable interpersonal relationships and impulsive and damaging behavior;

and

(b) resulting in two of the following:

1. marked restriction of activities of daily living;
2. marked difficulties in maintaining social functioning;
3. deficiencies of concentration, persistence or pace resulting in frequent failure to complete tasks in a timely manner (in work settings or elsewhere);
4. repeated episodes of deterioration or decompensation in work or work-like settings which cause the individual to withdraw from that situation or to experience exacerbation of signs and symptoms (which may include deterioration of adaptive behavior).

- (9) Substance Addiction Disorders. Physical changes or behavioral changes associated with the regular use of substances that affect the central nervous system when accompanied by an impairment listed elsewhere in these standards.

The required level of severity for these substance addiction disorders is met when the requirements in any of the following disorders (a through i) are met.

- (a) Organic Mental Disorders. Evaluate under Dementia with or without Delirium (L)(2);

or

- (b) Depressive Syndrome. Evaluate under Affective Disorders (L)(4);

or

- (c) Anxiety Disorders. Evaluate under Anxiety Related Disorders (L)(6);

or

- (d) Personality Disorders. Evaluate under Personality Disorders (L)(8);

or

- (e) Peripheral Neuropathies. Evaluate under Neurological System Impairments (K);

or

- (f) Liver Damage. Evaluate under Digestive System Impairments: Diseases of the Liver (E)(2);

or

- (g) Gastritis. Evaluate under Digestive System Impairments: Diseases of the Liver (E)(2);

or

- (h) Pancreatitis. Evaluate under Digestive System Impairments: Gastrointestinal Disorders (E)(1);

or

- (i) Seizures. Evaluate under Neurological System Impairments: Epilepsy (K)(2) or (K)(3).

M. IMMUNO-SUPPRESSIVE DISORDERS

- (1) Human Immunodeficiency Virus (HIV)

HIV infection by definitive diagnosis is documented by one of the following: HIV antibodies; HIV antigen; other tests that are highly specific for detection of HIV, e.g. polymerase chain reaction (PCR); or other methods of detection consistent with the prevailing state of medical knowledge and clinical practice that are consistent with all other evidence;

AND

one of the following (a) through (n):

- (a) Bacterial infections:

1. Mycobacterial infection (e.g., caused by *M. avium-intracellulare*, *M. kansasii*, or *M. tuberculosis*) at a site other than the lungs, skin, or cervical or hilar lymph nodes; or pulmonary tuberculosis resistant to treatment;

or

2. Nocardiosis;

or

3. Salmonella bacteremia, recurrent non-typhoid;

or

4. Syphilis or neurosyphilis - evaluate sequelae under the criteria for the affected body system, e.g. Special Senses and Speech(B), Cardiovascular System (D), Neurological (K);

or

5. Multiple or recurrent bacterial infection(s), including pelvic inflammatory disease, requiring hospitalization or intravenous antibiotic treatment three or six months.

(b) Fungal infections:

1. Aspergillosis;

or

2. Candidiasis, at a site other than the skin, urinary tract, intestinal tract, or oral or vulvovaginal mucous membranes, or candidiasis involving the esophagus, trachea, bronchi, or lungs;

or

3. Coccidioidomycosis, at a site other than the lungs or lymph nodes;

or

4. Cryptococcosis, at a site other than the lungs (e.g., cryptococcal meningitis);

or

5. Histoplasmosis, at a site other than the lungs or lymph nodes;

or

6. Mucormycosis.

(c) Protozoan or helminthic infections:

1. Cryptosporidiosis, isosporiasis, or microsporidiosis, with diarrhea lasting for 1 month or longer;

or

2. Pneumocystis carinii pneumonia or extrapulmonary pneumocystis carinii infection;

or

3. Strongyloidiasis, extra-intestinal;

or

4. Toxoplasmosis of an organ other than the liver, spleen, or lymph nodes.

(d) Viral infections:

1. Cytomegalovirus disease at a site other than the liver, spleen, or lymph nodes;

or

2. Herpes simplex virus causing:
 - a. mucocutaneous infection (e.g., oral, genital, perianal) lasting for 1 month or longer; or
 - b. infection at a site other than the skin or mucous membranes (e.g., bronchitis, pneumonitis, esophagitis, or encephalitis); or
 - c. disseminated infection;

or

3. Herpes zoster, either disseminated or with multidermatomal eruptions that are resistant to treatment;

or

4. Progressive multifocal leukoencephalopathy;

or

5. Hepatitis, as described under the criteria in (E)(2).

(e) Malignant neoplasms:

1. Carcinoma of the cervix, invasive, FIGO stage II and beyond;

or

2. Kaposi's sarcoma with:
 - a. extensive oral lesions;

or

- b. involvement of the gastrointestinal tract, lungs, or other visceral organs;

or

- c. involvement of the skin or mucous membranes, as described under the criteria in (M)(1)(f);

or

3. Lymphoma (e.g., primary lymphoma of the brain, Burkitt's lymphoma, immunoblastic sarcoma, other non-Hodgkin's lymphoma, Hodgkin's disease);

or

4. Squamous cell carcinoma of the anus.

- (f) Conditions of the skin or mucous membranes (other than described in (M)(1)(b)(2), (M)(1)(d)(2), or (M)(1)(d)(3), above) with extensive fungating or ulcerating lesions not responding to treatment (e.g. dermatological conditions such as eczema or

psoriasis, vulvovaginal or other mucosal candida, condyloma caused by human papillomavirus, genital ulcerative disease), or evaluate under the criteria in Skin (H).

(g) Hematologic abnormalities:

1. Anemia (Hematocrit value less than 30 percent);

or

2. Granulocytopenia (absolute neutrophil count less than or equal to 1000/mm³);

or

3. Thrombocytopenia (platelet count less than or equal to 40,000/mm³).

(h) Neurological abnormalities:

1. HIV encephalopathy, characterized by cognitive or motor dysfunction that limits function and progresses;

or

2. other neurological manifestations of HIV infection (e.g., peripheral neuropathy) as described under the criteria in Neurological (K).

(i) HIV wasting syndrome, characterized by involuntary weight loss of 10 percent or more of baseline or other significant involuntary weight loss in the absence of a concurrent illness that could explain the findings, with either:

1. chronic diarrhea with two or more loose stools daily lasting for 1 month or longer;

or

2. chronic weakness and documented fever greater than 38° C (100.4° F) for the majority of 1 month or longer.

(j) Diarrhea, lasting for 1 month or longer, resistant to treatment, and requiring intravenous hydration, intravenous alimentation, or tube feeding.

(k) Cardiomyopathy, as described under the criteria in Cardiovascular (D).

(l) Nephropathy, as described under the criteria in Genitourinary (F).

(m) One or more of the following infections (other than described in (M)(1)(a)(I)), resistant to treatment or requiring hospitalization or intravenous treatment twice in six months (or evaluate sequelae under the criteria for the affected body system).

1. Sepsis;

or

2. Meningitis;

or

3. Pneumonia;

or

4. Septic arthritis;

or

5. Endocarditis;

or

6. Radiographically documented sinusitis.

(n) repeated manifestations of HIV infection (including those listed in (M)(1)(a)-(m), but without the requisite findings, e.g., carcinoma of the cervix not meeting the criteria in (M)(1)(e), diarrhea not meeting the criteria in (M)(1)(j), or other manifestations, e.g., oral hairy leukoplakia, myositis) resulting in significant, documented, symptoms or signs (e.g., fatigue, fever, malaise, weight loss, pain, night sweats) and one of the following at the marked level:

1. restriction of activities of daily living;

or

2. difficulties in maintain social functioning;

or

3. difficulties in completing tasks in a timely manner due to deficiencies in concentration, persistence, or pace.

N. NEOPLASTIC DISEASES - MALIGNANT

Intractable pain and/or ongoing therapy side effects, disease process or treatment which has caused a disability covered elsewhere in these standards.

O. MEDICALLY EQUIVALENT IMPAIRMENT(S) AND COMBINATIONS OF IMPAIRMENTS

If an impairment is not included in the medical standards but is equal in severity to a listed medical standard, and is supported by documented clinical and laboratory findings, it will be considered to equal the medical standard most analogous to it.

A medical finding of equal clinical significance may be substituted for a required medical finding as listed in the medical standards.

If there is more than one impairment, and none of them meets or equals a medical standard, the signs, symptoms and clinical findings will be considered in combination with each other to determine whether the combination of impairments is medically equivalent to a medical standard. The medical standard most closely analogous to the combined impairments shall be used.

In making determinations within this standard, the description of symptoms, including pain, will be taken into consideration if such symptoms are the result of a physical or mental impairment and are confirmed by medically acceptable clinical and/or laboratory findings. An applicant must have a physical or mental impairment that could reasonably produce such symptoms.

**CONNECTICUT GENERAL ASSISTANCE
VOCATIONAL GRID**

Age	Education	Previous Work Experience	Decision
Age 18 - 44	Illiterate or unable to communicate in English	Unskilled or None	Employable
Age 18 - 44	Less than 12th grade -at least literate	Unskilled or None	Employable
Age 18 - 44	Less than 12th grade	Skilled or Semiskilled- Skills not Transferable	Employable
Age 18 - 44	Less than 12th grade	Skilled or Semiskilled- Skills Transferable	Employable
Age 18 - 44	High school graduate or more	Unskilled or None	Employable
Age 18 - 44	High school graduate or more	Skilled or Semiskilled- Skills not Transferable	Employable
Age 18 - 44	High school graduate or more	Skilled or Semiskilled- Skills Transferable	Employable
Age 45 - 49	Illiterate or unable to communicate in English	Unskilled or None	Unemployable
Age 45 - 49	Less than 12th grade -at least literate	Unskilled or None	Employable
Age 45 - 49	Less than 12th grade	Skilled or Semiskilled- Skills not Transferable	Employable
Age 45 - 49	Less than 12th grade	Skilled or Semiskilled- Skills Transferable	Employable
Age 45 - 49	High School graduate or more	Unskilled or None	Employable
Age 45 - 49	High school graduate or more	Skilled or Semiskilled- Skills not Transferable	Employable
Age 45 - 49	High school graduate or more	Skilled or Semiskilled- Skills Transferable	Employable
Age 50 - 54	Illiterate or unable to communicate in English	Unskilled or None	Unemployable
Age 50 - 54	Less than 12th grade -at least literate	Unskilled or None	Unemployable

CONNECTICUT GENERAL ASSISTANCE VOCATIONAL GRID

Age	Education	Previous Work Experience	Decision
Age 50 - 54	Less than 12th grade	Skilled or Semiskilled-Skills not Transferable	Unemployable
Age 50 - 54	Less than 12th grade	Skilled or Semiskilled-Skills Transferable	Employable
Age 50 - 54	High school graduate or more - does not provide for direct entry into skilled work	Unskilled or None	Unemployable
Age 50 - 54	High school graduate or more - provides for direct entry into skilled work	Unskilled or None	Employable
Age 50 - 54	High school graduate or more - does not provide for direct entry into skilled work	Skilled or Semiskilled-Skills not Transferable	Unemployable
Age 50 - 54	High school graduate or more - does not provide for direct entry into skilled work	Skilled or Semiskilled-Skills Transferable	Employable
Age 50 - 54	High school graduate or more - provides for direct entry into skilled work	Skilled or Semiskilled-Skills not Transferable	Employable
Age 55 & Over	Illiterate or unable to communicate in English	Unskilled or None	Unemployable
Age 55 & Over	Less than 12th grade -at least literate	Unskilled or None	Unemployable
Age 55 & Over	Less than 12th grade	Skilled or Semiskilled-Skills not Transferable	Unemployable
Age 55 & Over	Less than 12th grade	Skilled or Semiskilled-Skills Transferable	Employable
Age 55 & Over	High school graduate or more - does not provide for direct entry into skilled work	Unskilled or None	Unemployable
Age 55 & Over	High school graduate or more - provides for direct entry into skilled work	Unskilled or None	Employable
Age 55 & Over	High school graduate or more - does not provide for direct entry into skilled work	Skilled or Semiskilled-Skills not Transferable	Unemployable
Age 55 & Over	High school graduate or more - does not provide for direct entry into skilled work	Skilled or Semiskilled-Skills Transferable	Employable
Age 55 & Over	High school graduate or more - provides for direct entry into skilled work	Skilled or Semiskilled-Skills not Transferable	Employable