Original Contract # 20DSS6602UF
Max. Contract Amount: $ 26,869,966.24
DSS Contact Person: William Halsey
Contact Telephone: (860) 424-5077

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Effective July 1, 2019 revised October 19, 2018

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 55 FARMINGTON AVENUE

City: HARTFORD **State:** CT **Zip:** 06105

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

Contractor's Name: **Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans**

Street: **Suite 1001, One Independence Mall, 615 Chestnut Street**

City:	**Philadelphia**	**State:**	**PA**	**Zip:**	**19106**
Tel#:	**(215) 440-1018**	**FEIN/SS#:**	**23-2101819**	**DUNS:**	

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

Contract Term	This Contract is in effect from July 1, 2020 through June 30, 2023
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

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

If to the Agency:	**STATE OF CONNECTICUT** **DEPARTMENT OF SOCIAL SERVICES** **55 FARMINGTON AVENUE** **HARTFORD, CT 06105** Attention: **Diana Speranza**	If to the Contractor:	**Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans** **Suite 1001, One Independence Mall, 615 Chestnut St, Philadelphia, PA .19106** **Attention: Lee Serota**

A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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Part II

Terms and Conditions

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

The Contractor shall provide the specific services set forth herein for the Connecticut Department of Social Services' ("Department" or "DSS") Connecticut Dental Health Partnership (CTDHP) program and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of work, Contract performance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below.

1. Abuse: Either the provider and/or Contractor executes practices that are inconsistent with sound fiscal, business, dental or medical practices that result in an unnecessary cost to the State of Connecticut, or a pattern of failing to provide medically necessary services required by this contract.

2. Action: The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; or the failure to provide services in a timely manner, as defined by the Department.

3. Ad-hoc Report: A report which does not require special programming effort that is not regularly produced and is created "as the occasion requires" by request of the Department.

4. Administrative Hearing: A formal review of a decision of the Commissioner of Social Services pursuant to section 17b-60 of the Connecticut General Statutes, available to Members of HUSKY A, C, and D;

5. Administrative Services Organization (ASO): an organization that provides utilization management benefit information, Member and provider services, centralized data management and reporting, quality management and improvement in a managed fee for service platform with risk assumed by the Department.

6. Adult: A person who is over the age of twenty-one (21) years of age.

7. Agent: An entity with the authority to act on behalf of DSS.

8. Appointment Scheduling Assistance: Assistance provided to Members by the Contractor to secure dental appointments and find a primary dental provider, with the goal of the assistance to result in educating the Member how to make their own appointments, to foster independence of the Member, and encourage continuity of care between provider and Member.

9. Authorized Representative: An individual over the age of eighteen (18) who has a written general authorization to assist the Member with the application and eligibility process, and without which the individual would otherwise not be able to act on behalf of the Member for such purposes.

10. Behavioral Health Services: Services that are necessary to diagnose, correct or diminish the adverse effects of a psychiatric or substance use disorder.

11. Care Coordination: The deliberate organization of patient/Member care activities between a Dental Health Care Specialist, the Member and the Member's family, dental professionals and community partners to facilitate the appropriate delivery of oral health care services. Coordinating care involves the marshalling of personnel and other resources needed to carry out all required patient care activities, and is often managed by the exchange of information among providers responsible for different aspects of care.

12. Case Management: A collaborative process of assessment, planning, facilitation and advocacy for options and services to meet a Member's oral health needs through communication and available resources to promote quality cost-effective outcomes. Case management enhances care coordination through the designation of a case manager who is a health professional, usually a dentist, whose specific responsibility is to oversee and coordinate care delivery targeted to high-risk patients with diverse combinations of health, functional, and social needs.

13. Centers for Medicare and Medicaid Services ("CMS"): The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services ("HHS"). CMS oversees programs including Medicaid, and the Children's Health Insurance Program ("CHIP").

14. Children: Individuals under twenty-one (21) years of age.

15. Children with Special Health Care Needs ("CYSHCN"): Children who have or who are at an increased risk of chronic physical, developmental, behavioral, or emotional conditions and require health and related (not educational or recreational) services beyond those required for children in general.

16. Children's Health Insurance Program ("CHIP"): Services provided to eligible children in accordance with Title XXI of the federal Social Security Act, referred to and operated as HUSKY B in Connecticut.

17. Client: Shall have the same meaning as "Client" as defined in Part II, Section A.5., of this contract. For purposes of this contract, the term "client" is synonymous with "beneficiary", "Member", "recipient", "patient" and "enrollee" (which are terms used in other jurisdictions).

18. Community Partner: Organizations and entities in local communities who have or may have an interest and impact in the improvement of the oral health of HUSKY Health Members. These may include, but are not limited to: dental providers, Federally Qualified Health Centers, hospital dental clinics, dental professional organizations, physicians, pediatricians, OB/GYNs, other medical professionals, and medical professional organizations; programs providing social, educational, nutrition, and other supportive services to Members such as Head Start, WIC, Community Action Agencies, home health agencies, Nurturing Family Network, Care4Kids, and Birth to Three; state agencies including DCF, DDS, OEC, DPH, and DMHAS; other ASO's contracted with the Department;, and CT 211 The foregoing entities and programs are not intended to be an exhaustive list of Community Partners.

19. Complaint: Any expression of dissatisfaction about any matter including, but not limited to, office cleanliness and operations, quality of care, rudeness by a provider or the contractor, failure to respect a HUSKY Health Member's rights, or the ability to make an appointment with a primary care dentist or dental specialists. Complaints do not include grievances, requests for reconsideration of an action by the contractor, administrative hearing requests from HUSKY A, C, or D Members, or internal appeal requests from HUSKY B members.

20. Concurrent Review: Review of the medical necessity and appropriateness of oral health services by the Contractor on a periodic basis during the course of a Member's treatment.

21. Connecticut Dental Health Partnership ("CTDHP"): The name of the Department's program that provides dental health services to HUSKY Health Members.

22. CTDHP Network: The network of dental providers available to HUSKY Health Members and enrolled with the Department for the purpose of providing covered oral health services to Members.

23. Connecticut Medical Assistance Program ("CMAP"): consists of several medical assistance programs administered by the Department of Social Services. These medical assistance programs include: Medicaid (also known as Title **XIX or** HUSKY A, C, or D the Children's Health Insurance Program (also known as Title **XXI or** HUSKY B**)**program; Medicaid "waiver" programs; the Connecticut Behavioral Health Partnership (CTBHP); and the Connecticut Dental Health Partnership

24. Connecticut Medical Assistance Program ("CMAP") Network: A network of providers who are enrolled with the Department for the purpose of providing covered medical services, including dental services, to Members.

25. Contract Services: Those services that the Contractor is required to provide under this contract, including case management, benefit information, Member services, quality management, and other administrative services set forth in this Contract.

26. Contractor: Dental Benefit Management, Inc. d/b/a Benecare Dental Plans.

27. Co-payment: A payment made by or on behalf of a HUSKY B Member for a specified covered benefit under HUSKY B, as defined in Section 17b-290 of the Connecticut General Statutes.

28. Cost-sharing: An arrangement made by or on behalf of a HUSKY B Member to pay a portion of the cost of health services and share costs with the Department, which may include co-payments, premiums, deductibles and coinsurance, as defined in Section 17b-290 of the Connecticut General Statutes.

29. Council on Medical Assistance Program Oversight: is the council established pursuant to Section 17b-28 of the Connecticut General Statutes.

30. Day: Except where the term "business day" is expressly used, all references to "day" in this contract will be construed as a calendar day.

31. Dental services: covered services provided by or under the direct or indirect supervision of a licensed dentist. The licensed dentist assumes the primary responsibility for all dental procedures performed under the direct or indirect supervision.

32. Dental Health Care Specialist ("DHCS"): An employee of the Contractor who identifies Members for whom care coordination and case management might be appropriate. The DHCS works with the Member and the Member's family, dental professionals and community to reduce the member's risk for developing future disease through care coordination and case management.

33. Dental Home: The ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

34. Dental Policy Advisory Committee ("DPAC"): An advisory committee, organized by the Department and supported by the Contractor to include a Chairperson appointed by the Department as the DSS Dental Representative. DPAC members shall include dental providers in the community, community advocates,

stakeholders of the Dental Program, the CTDHP Dental Director, CTDHP Quality Improvement Committee Representatives, and others as assigned by Department and Contractor. The Dental Policy Advisory Committee may convene subcommittees as appropriate.

35. Dentist: An individual who holds a license issued by the Department of Public Health to practice dental medicine in the State of Connecticut pursuant to section 20-106 of the Connecticut General Statutes;

36. Department or DSS: The Department of Social Services, State of Connecticut.

37. Disaster Recovery Plan ("DRP"): also known as a business continuity plan ("BCP") or business process contingency plan ("BPCP"), describes how the ASO will continue operations and manage operations in the event there are disruptions to normal processes. A disaster recovery plan consists of the precautions take to be implemented so that the effects of a disaster will be minimized and the ASO will be able to either maintain or quickly resume critical provider and Member Service functions and ensure the integrity of provider and Member data.

38. Early and Periodic Screening, Diagnosis and Treatment ("EPSDT") Services: Comprehensive child health care services to HUSKY A Members under twenty-one (21) years of age, including all medically necessary prevention, screening, diagnosis and treatment services listed in Section 1905 (r) of the Social Security Act.

39. EPSDT Screening Services: Comprehensive periodic health examinations for HUSKY A Members under the age of twenty-one (21) provided in accordance with the requirements of the federal Medicaid statute at 42 U.S.C. § 1396d(r) (1).

40. Effective Date of Eligibility: The Department's administrative determination of the date a Member becomes eligible for services.

41. Eligible: For purposes of this contract, eligible means that the individual has been approved or meets the eligibility criteria for one of the HUSKY Health Programs.

42. Emergency or Emergency Medical Condition: A medical and/or dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions or serious dysfunction of any body organ or part.

43. Emergency Services: Inpatient and outpatient services including, but not limited to, physical health, behavioral health and detoxification needed to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard.

44. Fee-For-Service ("FFS"): A method of paying for health care services under which the Department pays providers directly for each service that they render to a Member. The providers submit claims for payment to the Department, which reimburses them pursuant to the terms of their provider agreement.

45. Fraud: Intentional deception or misrepresentation, or reckless disregard or willful disregard, by a person or entity with the knowledge that the deception, misrepresentation, or disregard could result in some unauthorized benefit to himself or some other person, including any act that constitutes fraud under applicable federal or state law.

46. Grievance: A written or oral communication to the Contractor from a Member expressing dissatisfaction with some aspect of the Contractor's services.

47. Health Care Professional: A physician or any of the following: a podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech-language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, certified nurse midwife, licensed certified social worker, registered respiratory therapist, or certified respiratory therapy technician.

48. Healthcare Effectiveness Data and Information Set ("HEDIS"): A standardized performance measurement tool promulgated by the National Committee for Quality Assurance ("NCQA") that enables users to evaluate quality based on the following categories: effectiveness of care; Contractor stability; use of services; cost of care; informed health care choices; and Contractor descriptive information.

49. Home Health Services: Services provided by a home health care agency (as defined in Subsection d of section 19a-490 of Connecticut General Statutes) that is licensed by the Department of Public Health, meets the requirements for participation in Medicare, and meets all DSS provider enrollment requirements.

50. HUSKY A: means Medicaid assistance provided to eligible children, caretaker relatives and pregnant and postpartum women pursuant to section 17b-261 or 17b-277;

51. HUSKY B: means the health coverage for children established pursuant to the provisions of sections 17b-290, 17b-292, 17b-294a, 17b-295, 17b-297a, 17b-297b,and 17b-300;

52. HUSKY B Internal Appeal: means the process through which a HUSKY B member may request a review of a denial, reduction or termination of services by the contractor.

53. HUSKY C: means Medicaid assistance provided to individuals who are sixty-five years of age or older or who are blind or have a disability;

54. HUSKY D: means Medicaid assistance provided to nonpregnant low-income adults who are age eighteen to sixty-four, as authorized pursuant to section 17b-8;

55. HUSKY Health: means the combined HUSKY A, HUSKY B, HUSKY C and HUSKY D programs.

56. Key Personnel: The Contractor's senior Managers which include the title of Dental Director and above.

57. Medicaid: means the program operated by the Department pursuant to section 17b-260 of the Connecticut General Statutes and authorized by Title XIX of the Social Security Act.

58. Medicaid Management Information System ("MMIS"): The Department's automated claims processing and information retrieval system certified by CMS. It is organized into six function areas--Member, Provider, Claims, Reference, Medication Administration Records ("MARS") and Surveillance and Utilization Review ("SUR").

59. Medicaid Management Information System ("MMIS") Contractor: The Department of Social Service's Contractor that enrolls providers, maintains Member and provider call centers, adjudicates and processes claims, maintains an eligibility verification system, and other related functions.

60. Medically Necessary/Medical Necessity: has the same meaning as provided in section 17b-259b of the Connecticut General Statutes.

61. Member: An individual eligible for coverage under the HUSKY Health Programs and whose covered dental benefits are managed by the Contractor.

62. National Provider Data Bank ("NPDB"): A database operated by the U.S. Department of Health and Human Services that contains medical malpractice payment and adverse action reports on health care professionals.

63. National Provider Identifier ("NPI"): A standard, unique identifier for health care providers and health plans developed as a component of HIPAA Administrative Simplification. CMS developed the National Plan and Provider Enumeration System to assign these identifiers.

64. Network Provider: Means a provider enrolled in CMAP.

65. Normal Business Hours: The normal business hours for this contract will be 8 AM through 5 PM, Monday through Friday except for the following eight (8) holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, the Thanksgiving Day and the Friday immediately following, and Christmas.

66. Notice of Action ("NOA"): has the same meaning as provided in 42 CFR § 431.201.

67. Oral health: means the well-being of the teeth and the gingivae and their supporting connective tissues, ligaments and bone; the hard and soft palate; the mucosal tissue lining of the mouth and throat; the tongue; the lips; the salivary glands; the muscles of mastication and facial expression; the mandible; the maxillae; the temporomandibular joints; the cranial nerves and the vascular systems that support the head and neck;

68. Payment: Any payment (including a commitment for future payment, such as a loan guarantee) that is made by a Federal agency, a Federal contractor, or a governmental or other organization administering a Federal program or activity, such as the state Medicaid agency; and derived from Federal funds or other Federal resources or that will be reimbursed from Federal funds or other Federal resources.

69. Perinatal Period: For purposes of this contract and the analysis of oral health data, the perinatal period will include the six months prior to the birth and the one-year period after the birth.

70. Post Procedure Review: The authorization of a procedure after the service has been started or completed but payment has not been issued by the Department.

71. Preventive Care and Services for Children: Child preventive care, including periodic and inter-periodic well-child visits, routine immunizations, health screenings and routine laboratory tests; Prenatal care, including care of all complications of pregnancy; Care of newborn infants, including attendance at high-risk deliveries and normal newborn care; Women, Infants and Children ("WIC") evaluations; Child abuse investigations and assessments pursuant to Conn. Gen. Stat. §§17a-106a and 46-b-129a; preventive dental care for children; and periodicity schedules and reporting based on the standards specified by the American Academy of Pediatricians.

72. Primary care dentist: A dentist who is enrolled in CMAP and primarily responsible for the delivery of comprehensive dental services to members and when necessary, coordinates the care of a patient between other dental and medical specialists. The Primary Care Dentist functions as the dental home for patients of record.

73. Primary Care Services: Services provided by health professionals specifically trained in comprehensive first contact and continuing care including health promotion, disease prevention, health maintenance counseling, patient education, diagnosis and treatment of acute and chronic illnesses, in a variety of health care settings (e.g. office, inpatient, home, etc.).

74. Prior Authorization: The process of obtaining prior approval as to the medical necessity of a service or plan of treatment. The Contractor's approval of covered services is to be provided, prior to their delivery.

75. Protected Health Information ("PHI"): as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PHI means individually identifiable health information that is created or received by a HIPAA Covered Entity or Business Associate and related to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and identifies the individual; or with respect to which there is a reasonable basis to believe information can be used to identify the individual.

76. Provider: A person or entity enrolled in CMAP with DSS to provide services for HUSKY Health members.

77. Provider Reevaluation Process: An informal procedure through which providers can request a re-determination of a decision by the Contractor concerning but not limited to service authorization.

78. Public Health Dental Hygienist: Is a dental hygienist who has met and is qualified to practice dental hygiene in public health settings pursuant to § 20-126*l* (b) of the Connecticut General Statutes.

79. Quality Management ("QM"): The process of reviewing, measuring and continually improving the processes and outcomes of care delivered.

80. Retroactive Medical Necessity Review: Refers to the Contractor's process for reviewing a CTDHP provider's records to determine whether a dental service that has already been provided to a Member and paid for by the Department was medically necessary.

81. Retrospective Chart Review: A review of a provider's charts by the Contractor to ensure that the provider's chart documentation supports the utilization management practices, for example, that the documentation is consistent with the provider's verbal report and corresponding authorization decision. These chart reviews may be random or targeted based on information available secondary to the utilization management process.

82. Retrospective Utilization Review: A component of utilization management that involves the analysis of historical utilization data and patterns of utilization to inform the ongoing development of the utilization management program.

83. Sanction(s): A monetary penalty imposed on the Contractor by the Department for the failure to meet terms and conditions of the contract.

84. Social Determinants of Health: Conditions in the social, physical, and economic environment in which people are born, live, work and age.

85. Specialty practice: means a practice that holds itself out as a specialty practice or offers selective dental services concurrent with a dental specialty. The dentist must have obtained a certificate in the specialty from a Commission on Dental Accreditation (CODA) accredited training program. The specialty practice will provide the

services that are deemed to be specialty by professional standards. This includes anesthesiology, endodontics, oral surgery, orthodontic, periodontic or prosthodontic services.

86. State Fiscal Year ("SFY"): July 1st through June 30th of the following year.

87. Subcontract: Any written agreement between the Contractor and another party to fulfill requirements of this contract.

88. Subcontractor: The party contracting with the Contractor to fulfill any requirements of this contract.

89. Third Party Liability ("TPL"): as it applies to HUSKY Health member claims processing, means payment resources available from both private and public health insurance that can be applied toward HUSKY Health members' medical and health benefit expenses. A pending tort recovery or cause of action, worker's compensation or accident insurance settlement is not a third party liability.

90. Title V: Referring to Title V of the Social Security Act and the Maternal and Child Health Services ("MCHS") Block Grant, administered by the Health Resources and Services Administration of the U.S. Department of Health and Human Services. For purposes of this contract, Title V refers to the aspect of the MCHS Block Grant that is administered as a state and federally funded program for Children and Youth with Special Health Care Needs through by the Department of Public Health, State of Connecticut.

91. Title XIX: The provisions of 42 United States Code Section 1396 et seq., including any amendments thereto, which established the Medicaid program. (See also Medicaid)

92. Title XXI: The provisions of 42 U.S.C. § 1397aa et seq., providing funds to enable states to initiate and expand the provision of child health assistance to uninsured, low-income children. (See also Children's Health Insurance Program)

93. Urgent Cases: Illnesses or injuries of a less serious nature than those constituting emergencies but for which treatment is required to prevent a serious deterioration in the Member's health and for which treatment cannot be delayed without imposing undue risk on the Member's well-being until the Member is able to secure services from his or her regular dentist.

94. Women, Infants and Children ("WIC"): The federal Special Supplemental Food Program for Women, Infants and Children administered by the Department of Public Health, State of Connecticut pursuant to section 19a-59c of the Connecticut General Statutes, as defined in Section 17b-290 of the Connecticut General Statutes.

B. DESCRIPTION OF CONTRACT SERVICES

1. Objectives

The Parties agree that the objectives of the Connecticut Dental Health Partnership oral health service program ("CTDHP"), include providing enhanced access to dental care for HUSKY Health Members, provide coordination of care, case management, create and maintain a more complete and effective system of community-based oral health services, and improve individual Member oral health outcomes by improving Member dental hygiene practices. CTDHP'S secondary objectives include better management of state resources and the delivery of standardized but appropriate dental benefits.

In order to facilitate the achievement of CTDPH's objectives, the Contractor shall, in performing the contract services, emphasize the Member as an integral partner in their health care and in the importance of receiving consistent dental care through a single dental home in the provider network.

2. Administrative Integration

The Department and the Contractor have developed and will continue to utilize a common administrative infrastructure to support the objectives of the CTDHP, including and the efficient management of oral health services provided to HUSKY Health Members.

The Department and the Contractor shall utilize this common administrative infrastructure to share two administrative functions in claims administration and data management as follows. The Contractor shall perform the following primary functions: provider network recruitment, Member services, Member outreach, prior authorization of services, utilization management, and quality assurance and improvement. The Contractor will also perform supportive functions such as data production as required by the Department. The Department's MMIS Contractor, currently DXC Technologies, Inc. (DXC), but subject to change at the discretion of the Department, will process all dental claims and will also process the enrollment of all providers into the Medicaid Management Information System (MMIS) and will compile the CMAP provider directory.

The Contractor shall also manage all dental services listed on the Department's dental fee schedule, found at www.ctdssmap.com, with the exception of hospital Emergency Department services related to dental emergencies, operating room services or same day surgery suites and/or approval of the hospital portion of oral surgery services performed by a dentist who is certified to perform hospital based dentistry as an oral and maxillofacial surgeon.

3. General Matters

a. Components of CTDHP

The Contractor shall support the following goals of the CTDHP:

1) Expansion and enhancement of access to covered dental services;
2) Increased Member compliance with Early, Periodic, Screening, Diagnosis and Treatment ("EPSDT") services;
3) Early intervention, evidence – based strategies for children identified as being high – risk for decay;
4) Increased utilization of services within dental homes located in local communities, including public health settings;
5) Simplification of administrative processes for network dental providers; and
6) Focus on prevention and interceptive model versus one that focuses on disease treatment.

b. Child Services

The Contractor shall administer two levels of benefits for children. The first level (the "Core Service") level shall include services currently covered under Connecticut's federal Title XIX Medicaid Program for HUSKY A and the Medicaid Title XIX fee-for-service system. The second level of benefits, HUSKY B, has co-payments for benefits as well as a slightly different benefit package from the HUSKY A, C & D programs. The Department shall provide descriptions of the CMAP dental benefit package (first level or "Core Services") and the HUSKY B dental benefit package ("second level" services) to the Contractor.

To achieve improvements in oral health care for children and their parents, guardians or caretaker relatives, the Contractor shall utilize a service delivery process that engages parents, guardians or caretaker relatives as partners in their children's oral health care. The Contractor shall also provide education materials to children and their families that shall focus on age appropriate oral hygiene and intervention strategies, dietary and anti-tobaccocounseling and the importance of keeping regularly scheduled dental appointments with a dental home or primary care dentist.

c. Adult Services

The CMAP covers dental services for adults through the HUSKY A, C & D programs. Members who are adults in the HUSKY A Program may also be either the parents or the caretaker relatives of a HUSKY A Member who is under the age of twenty-one (21).

HUSKY C Members are primarily the elderly, disabled adults, and adults in long-term care facilities.

HUSKY D provides medical and dental services to nonpregnant low-income adults who are age eighteen to sixty-four, as authorized pursuant to section 17b-8.

The benefits package for adults is different from the benefits for children. The Department shall provide a description of the HUSKY Health dental benefit package for adults to the Contractor.

d. Staffing and Department Approval

The Contractor must receive the written approval of the Department for the initial staffing of Key Personnel as well as prior to placing new individuals in Key Personnel positions. The Contractor shall submit to the Department for its approval, the name and credentials of any staff members who are proposed to replace existing or previously proposed staff for Key Personnel. The Department will review and approve of the credentials of each dental consultant hired to evaluate CTDHP delivered services and/or function on behalf of the Contractor or Department.

For any position which (i) is unfunded by the Department in the first year of this Agreement but which is budgeted to be filled in subsequent years of the agreement, or (ii) becomes unfunded during the course of this Agreement and subsequently is again budgeted for (with both(i)and (ii) being referred to as "Unfunded Positions"), the Contractor shall receive the approval of the Department to fill such Unfunded Position prior to hiring an individual to fill the Unfunded Position. This approval shall not include approval over the individual who is selected unless the Unfunded Position is a Key Personnel position.

To the extent any obligation or performance standard or measure under this Agreement reasonably requires the filling of an Unfunded Position, the Contractor shall not be accountable, liable, or in breach of this Agreement for failing the obligation or performance standard or measure if the Department has not approved hiring an individual or individuals to fill the Unfunded Position.

4. Contract Management and Administration

a. The Department shall:

1) Designate individuals to fulfill the distinct roles of Program Manager, Non-Clinical Program Lead, and Fiscal Contact as Department representatives to oversee the management of the contract, including the performance of the Contractor. These individuals will be the first point of contact regarding issues that arise related to Contract implementation, operations and program management;

2) Maintain a Dental Policy Advisory Committee (DPAC) as defined in Section A. 38. The Department and Contractor will collaborate with respect to nominating additional members to the DPAC and the functionality of the committee or subcommittees. The Dental Policy Advisory Committee must meet at least one time each year but no more frequently than quarterly; and

3) Monitor the Contractor's performance using a number of tools including but not limited to review of data and reports, the Contractor's Quality Assurance Program and the Contractor's progress towards achieving performance targets in the areas of access, quality, and care management.

b. The Contractor shall:

1) Designate lead staff as liaisons to the Department;

2) Through its chief executive officer, or other senior executive, attend meetings of the community advocates and the Council on Medical Assistance Program Oversight and its subcommittees when on the agenda and as specified by the Department;

3) Through its key personnel, and other assigned Contractor staff, coordinate with the Department in the preparation for DPAC meeting agenda;

4) Through its representative(s), attend DPAC meetings, which shall meet at least one time each year but no more frequently than quarterly; and

5) Provide administrative support to the DPAC activities, including at a minimum:
    a) Scheduling meetings;
    b) drafting and distributing meeting agendas and minutes; and
    c) providing updates and progress reports on DPAC to the Department at mutually agreeable times.

c. Notices:

In addition to the persons listed on page 1 of this contract, notice shall be addressed as follows:

1) The notice to DSS for programmatic matter:

William Halsey
Division of Health Services – Dental Unit
Department of Social Services
55 Farmington Ave.
Hartford, CT 06105
Office: 860-424-5077
E-Mail: William.Halsey@ct.gov

2) The notice to DSS for contract matter:

Diana Speranza
Contract Administration Unit

Department of Social Services
55 Farmington Ave.
Hartford, CT 06105
Office: 860-424-5728
E-Mail: Diana.Speranza@ct.gov

3) The notice to BeneCare for programmatic and contract matter:

Lee Serota, President
Dental Benefit Management, Inc., d/b/a BeneCare Dental Plans
Suite 1001, One Independence Mall, 615 Chestnut Street
Philadelphia, PA 19106
Office: 215-440-1018
E-mail: Lserota@benecare.com

5. Systems Design and Architecture

a. General Requirements

1) The Parties agree that success of the integrated statewide CTDHP for adults, children and families in part, relies on a secure integrated data system. The Contractor agrees that its system must be able to integrate data from several sources, including data from the Department, its agents and the Department's MMIS system.

2) The Contractor Shall:

   a) Maintain a secure HIPAA compliant computer system which meets all federal and state requirements to accommodate all operational and reporting functions required by the contract;
   b) Employ system security that contains password complexity equal to or greater than the Department's requirements;
   c) Document all technical specification policies or guidelines related to system security and compliance with all HIPAA requirements;
   d) Maintain information integrity through controls at appropriate locations within the Contractor's system and process flow to ensure quality control of all operational components impacting Contractor's performance of functions required by the contract;
   e) Perform all file and system maintenance functions to the Contractor's proprietary system and maintain data processing expertise, data processing expertise, prevailing to industry standards data processing equipment, programmers and operators and other related technical support to ensure the continued operation of the functions required by the contract;
   f) Maintain an eligibility database that is compatible to receive eligibility files from the Department and its MMIS contractor.
   g) Maintain a member transaction database/history file;
   h) Ensure the appropriate and correct use of the Department's data;
   i) Maintain a high level and an internal detailed HIPAA compliant Disaster Recovery Plan including designation of the entities responsible for key duties and functions; and
   j) Maintain a comprehensive provider file from the MMIS contractor's provider file and additional relevant provider data from the integrated provider applications.

3) Existing business processes must be documented and, to the greatest extent practicable, aligned to standardized processes as defined by the Medicaid Information Technology Architecture (MITA) Business Process model. The Contractor shall provide Information Technology (IT) services in a manner which will facilitate the transition to use of, or at minimum, seamless interoperability with the Department's Medicaid Enterprise assets. The Contractor shall:

a) Cooperate with the Department and its other vendors designated to support Medicaid Enterprise systems, including but not limited to vendors supporting the following functions: planning; program/project management; organizational change management; independent validation & verification (IV&V); systems integration; and operations.
b) Support the Department in listing and analyzing affected stakeholders identified by the Department; and
c) Work with the Department to develop a transition plan for modular system integration.

b. Member Eligibility-System Application

Introduction
Eligibility for medical assistance program Members is from the first day to the last day of the month with a few exceptions such as date of death and spenddown. Eligibility for Medicaid can, however be made retroactive to a previous month in certain circumstances; consequently, some services may need to be reviewed for authorization after the Member's eligibility is reinstated.

The Department shall send daily eligibility and monthly eligibility files to the Contractor. The eligibility files shall also include any TPL information. All files may contain retroactive enrollments and dis-enrollments. A retroactive disenrollment in HUSKY B most often will be due to a decision that established a retroactive enrollment into the HUSKY A program.

1) **The Department shall**:

a) Determine eligibility and effective dates of eligibility for HUSKY Health members;

b) Send a daily eligibility file, including additions and changes, as well as a monthly file, including all Members who are eligible for the next month; and

c) Provide any third party liability information within the daily and monthly eligibility file.

2) **The Contractor shall**:

a) Process the daily and monthly eligibility files received from the Department;

b) Verify the eligibility of Members not yet showing in the monthly eligibility file utilizing the Department's Interchange MMIS System; and

c) Implement a process for authorizing services retroactively.

6. Contract Term

This contract shall be effective for a term of three (3) years beginning on July 1, 2020 through June 30, 2023. The Department shall have an option to extend the contract term, through a formal written amendment subject to approval by the Office of the Attorney General, for an additional period of two (2) years, provided that it gives notice of such renewal to the Contractor at least 180 days prior to the end of the contract.

C. SCOPE OF WORK

1. Delegations of Authority

The Parties agree that the Department is the single state agency responsible for administering the Connecticut Medical Assistance Program, including CTDHP.

The Parties also agree that no delegation by either party in administering this contract shall relieve either party of responsibility for carrying out the terms of the contract.

2. Functions and Duties Required of the Contractor

The Contractor shall perform the following contractual obligations:

a. Provision of Services

1) The Contractor shall provide Members the services as more fully described below.

2) The Contractor shall ensure that utilization management/review and coverage decisions concerning dental services for each Member are made on an individualized basis in accordance with the contractual definition for Medically Necessary or Medical Necessity at Part I. Section A Definitions. As required by 42 CFR § 438, the Contractor shall adopt guidelines as approved by the Department, as part of its quality improvement program. The Contractor shall disseminate the guidelines to CTDHP providers and to Members, upon request. The Contractor's utilization management decisions shall be consistent with any applicable guidelines approved by the Department. The Contractor shall only use such criteria or guidelines such as accepted Standards of Care in conjunction with the Department's medical necessity definition. The medical necessity definition takes precedence over any guidelines or criteria and is mandatory and binding on all Contractor utilization management decisions.

3) The Contractor shall ensure that Members in need of urgent or emergent care have access to qualified dental personnel during normal business hours. Outside of regular business hours a taped telephone message shall allow members to contact an answering service, such as CT 211, for routine matters and instruct Members to go directly to an emergency room if the Member requires emergency care after normal business hours.

b. Member Rights and Responsibilities

1) The Contractor shall maintain written policies regarding Member rights and responsibilities. The Contractor shall comply with all applicable state and federal laws pertaining to member rights and privacy. The Contractor shall further ensure that the Contractor's employees comply with those rights when providing services to Members. The Contractor shall document, track and report to the Department Member complaints related to potential violations of members' rights, including those related to CMAP-enrolled dental providers. The report shall include the steps that the Contractor has

taken to address and resolve each complaint.

2) The Contractor shall inform Members of their rights and responsibilities including:
   a) The right to be treated with respect and due consideration for the Member's dignity and privacy;
   b) The right to receive information on treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand;
   c) The right to participate in treatment decisions, including the right to refuse treatment;
   d) The right to be free from any form of restraint or seclusion as a means of coercion, discipline, retaliation or convenience;
   e) The right to receive a copy of his or her dental/medical records, including, if the HIPAA privacy rule applies, the right to request that the records be amended or corrected as allowed in 45 CFR Part 164; and
   f) Freedom to exercise the rights described herein without any adverse effect on the Member's treatment by the Department, the Contractor or the Contractor's subcontractors or the CMAP dental network providers.

3) Provide the Department, for its review and approval, written policies about Members' rights at the times and in the form mutually agreed to by the parties.

c. Provider Network

i. Introduction

The Contractor agrees to actively collaborate with the Department's MMIS Contractor to maintain an adequate CTDHP Network. The Contractor shall support and coordinate network management functions including network adequacy analysis, provider recruitment & support and network development. The Contractor will manage the program in a manner that provides an adequate network of qualified dental providers. These providers will be expected to render high quality, medically necessary, cost effective dental care in accordance with CTDHP requirements.

The Department's MMIS Contractor shall be responsible for provider enrollment, claims processing, provider bulletin/policy transmittal distribution and adult Member notification when the maximum benefit accrual reaches a level near or at $900.00 for an individual HUSKY Health member.

The Contractor shall include all currently enrolled dental providers in the CTDHP provider network and also recruit prospective new dental providers to enroll in CMAP.

The Parties agree that providers in the CTDHP Network who provide oral health services shall not contract directly with the Contractor. The Contractor will interact with the providers as an administrative agent on behalf of the Department, and shall assist the Department in maintaining capacity for the delivery of all covered services to all members.

ii. The Contractor shall:

1) Recruit, educate and maintain a CTDHP network capable of delivering or arranging for

the provision of all covered dental services under current program regulations, statues and policies (federal and state) to all the HUSKY Health Members. Network activities shall include, at a minimum, delivery of all covered dental services to all of CMAP members. The CTDHP network shall have a sufficient mix of general dentists and specialists to meet access and geographic standards as identified in Section d. Network Adequacy, below. The Contractor's recruitment efforts shall include, at a minimum:

a) Diverse recruitment and retention methods including use of online and social media, mobile outreach and educational campaigns to prospective dental providers;

b) An annual informational seminar for prospective Providers;

c) Informational seminars regarding the CTDHP presented to dental professional group meetings;

d) Provision of information and support to prospective network providers regarding how to enroll with the Department's MMIS Contractor;

e) Routine visits to CMAP private practice offices, community practices and dental clinics;

f) Development and maintenance of the CTDHP network with consideration of::

   i. Member enrollment growth;

   ii. Anticipated Member utilization of dental services, taking into consideration the characteristics and diverse health care disparities, disease status, disabilities, deficiencies and needs of HUSKY Health Members;

   iii. The number and types (in terms of training, experience and specialization) of CTDHP providers required to furnish covered dental care services;

   iv. The number and geographic location of network dental providers who are not accepting additional HUSKY Health Members broken out by the adult and child populations for each provider office enrolled in the CTDHP network; and

   v. The geographic location/evaluation of the CTDHP network in relation to the location of HUSKY Health Members, considering distance, travel time, the means of transportation ordinarily used by Members and whether the location provides physical access for Members with disabilities.

g) Work with the Department's MMIS Contractor to help facilitate resolution of any provider issues that may arise related to enrollment ; and

2) Maintain the CTDHP provider network including the following obligations:

   a) Facilitate provider enrollment with providers who are not excluded from participation in a Federal health care program under either Section 1128 or 1128A of the Social Security Act;

   b) Maintain comprehensive geographically balanced CTDHP network of community-based dental providers with a Member to CTDHP general dentist provider ratio of 2,000: 1 as follows:

      i. Full time CTDHP Public Health Hygienist shall count as ½ of a provider;

      ii. CMAP general dentists and pediatric dentists shall count as primary care dental providers;

      iii. CMAP Primary Care Dentists and/or dental specialists will be counted and reported as one enrolled provider if enrolled in multiple practices or are practicing across multiple locations. The office or clinic where the majority of time is spent will be considered the site of primary practice and where the CTDHP dental provider will be attributed.

   c) CMAP dental specialist networks, to include orthodontists, endodontists, periodontists, and prosthodontists, shall be maintained at a ratio of 4000 Members to 1 specialist; and

   d) Develop and maintain a comprehensive, publicly accessible CTDHP network provider directory from such sources as the Department's CMAP Network provider file produced by the Department's MMIS Contractor, the Contractor's provider recruitment and maintenance efforts and other sources that will include, at a minimum, the following data elements:

      i. Name of practice and providers at each location (if applicable)

      ii. Group NPI and individual provider NPIs (if applicable)

      iii. Federal tax ID Number

      iv. Age groups served

      v. Accepting new Members

      vi. Number of locations

      vii. Address of all locations

      viii. Telephone number at all locations

      ix. E-mail contact

      x. Web address

xi. Days and hours of operation

xii. ADA Accessibility

xiii. Accepts patients with special healthcare needs

xiv. Provision of inhalation sedation or intravenous sedation

xv. Languages spoken

xvi. Cultural Competence

xvii. Types of services provided

xviii. Other relevant information

e) Assist existing and prospective CTDHP providers with enrollment information and education regarding provider service expectations, policies, regulations and required standards;

f) Continue to recruit qualified prospective providers for the CTDHP dental network;

g) Inform out-of-state non-enrolled providers that they must enroll in the CTDHP provider network to receive payment for services provided to HUSKY Health members in need of services out of state and provide them with enrollment instructions; and

3) Coordinate with the Department's MMIS Contractor to enroll out-of-state providers to serve eligible Connecticut residents who are located in out-of-state facilities or programs and in need of services.

4) Evaluate the adequacy of the CTDHP network on a quarterly basis as follows:

a) CTDHP network adequacy shall, at a minimum, be based upon the results of a geo-access mapping and/or analysis conducted by the Contractor for the ratio of active network providers to Members located within a 15-mile radius from the center of the Member's city/town zip code;

b) CTDHP network adequacy shall also consider cultural and linguistic capacity of each office related to the population composition of the local geographic area including the availability of CMAP specialty services and appointment wait times consistent with the measures mutually agreed upon by the Department and Contractor; and

c) Survey all CTDHP dental provider offices at a minimum on an annual basis to:

i. Verify the office is participating and continuing to accept new Members;

ii. Ensure the CTDHP dental office is following scheduling standards; and

iii. Note any changes in CTDHP dental office status.

d. Network Adequacy

i. The Department Shall:

1) Review provider applications to determine if the applicant is under any disciplinary, administrative, criminal or civil action in any way as related to health care services through the Quality Assurance Unit;

2) Provide notification to the provider and Contractor of acceptance or denial into the CMAP Provider Network;

3) Provide the Contractor with electronic access to the provider file maintained by the Department's MMIS contractor;

4) Evaluate the adequacy of the Contractor's effort to manage and improve the CTDHP network on a quarterly basis using the 2000 to 1 member to primary care dental providers (PCDs) ratio. Primary Care Dentists consist of pediatric dentists, general dentists, and public health hygienists;

5) Evaluate the adequacy of the CTDHP network on a monthly basis when the number of Members in a given county equals or exceeds ninety percent (90%) of the established capacity;

6) Evaluate adequacy of PCD access within a 20-mile radius of towns in which HUSKY Health Members reside; and

7) Measure access to dental providers, in addition to the network adequacy measures described in 4) above, by examining and reviewing confirmed complaints, as defined in c)ii below, by Members received by the Contractor, the medical ASO, the Department, the HUSKY Infoline, and other state agencies, and taking other steps as more fully described below:

a) For purposes of this Section, a "complaint" shall be defined as dissatisfaction expressed by a Member, or their authorized representative, with the Member's ability to obtain an appointment with a primary care dentist or a dental specialist that will accommodate the member's needs within a reasonable timeframe or within a reasonable distance.

i. Member requests for information or referrals to specialists within the CTDHP network shall not constitute a complaint;

ii. The Department will count more than one complaint to different entities about a Member's inability to access a particular specialist, within the same timeframe, as one complaint; and

iii. The Department will count a Member complaint about being unable to make appointments with more than one specialist as separate complaints.

b) Refer all complaints to the Contractor for resolution.

c) Send the Contractor a "Complaint Report" when it receives a number, as calculated below, of confirmed access complaints from Members during a quarter regarding a particular specialty.

i. The number of confirmed complaints that will initiate the Department's sending a "Complaint Report" will be based on the number of enrolled Members factored by the ratio of one complaint per 50,000 members.

ii. For purposes of this section, a "confirmed complaint" means that the Department or another entity has received a complaint and the Department has confirmed that the Contractor has not provided a specialist within a reasonable timeframe or within a reasonable distance from the Member's home, or both.

iii. In determining whether a complaint will be confirmed, the Department will consider a number of factors, including but not limited to:

(1) The Member's PCD or other referring provider's medical opinion regarding how soon the Member should be seen by the specialist;

(2) The severity of the Member's condition as determined by the Member's PCD;

(3) Nationally recognized standards of access, if any, with respect to the particular dental specialty;

(4) Whether the access problem is related to a broader access or provider availability problem that is not within the Contractor's control;

(5) The Contractor's diligence in attempting to address the Member's complaint; and

(6) Whether both the Member and the Contractor have reasonably attempted to obtain an appointment that will meet the Member's dental/medical needs, within the following timeframes:

- Emergent appointments will be obtained within 24 hours (not at the Member's convenience;
- Urgent appointments will be scheduled within a 48-hour time period (not at the Member's convenience); and
- Routine appointments shall be obtained within 8 weeks.

ii. The Contractor Shall:

a) Perform a "Mystery Shopper Survey" which shall consist at a minimum of surveying the CMAP dental office for time availability and scheduling standards to all enrolled CMAP dental offices biannually beginning with the second full year of execution of the contract;

b) Provide two monthly reports to the Department regarding the constitution of the network for each county. The first report shall consist of CTDHP dental providers and practice locations (dental providers may be counted multiple times). A second report shall be generated where all dental providers shall be counted only one (1) time in the report despite working in multiple office locations/ facilities and/or working in

multiple counties. The provider shall be attributed to the office where the greatest majority of time is spent; and

iii. Sanctions:

1) In the event the Department deems that the CTDHP network lacks adequate access to PCDs as described in d. 4) through 5) above, the Department may exercise its rights under Section C. 6. Corrective Action and/or Contract Termination of this contract, including but not limited to the rights under Section C.6.b. Monetary Sanctions.

2) In the event the Department determines that it has received sufficient confirmed complaints regarding specialist access problems to initiate sanctions, the Department will advise the Contractor in the Complaint Report that it has received confirmed complaints and that it will impose a monetary sanction on the Contractor in thirty (30) days unless the Contractor provides, subject to the review and approval of the Department, satisfactory resolution of the access issue in a corrective action plan.

   a) The Contractor may request an opportunity to meet with the Department's Program Manager prior to the imposition of the monetary sanction;

   b) The Contractor shall submit a corrective action plan to the Department within thirty (30) day of the Department formally notifying the Contractor that the number of confirmed dental complaints has passed the report threshold as determined by the Department for the Contractor during the reporting period;

   c) If, subsequent to the Department's approval of the corrective action plan, the Contractor does not remedy the network deficiency within the time specified in the corrective action plan, or if the Contractor does not develop a corrective action plan satisfactory to the Department within thirty (30) days of being notified, the Department may impose an immediate monetary sanction in accordance with Section C,6,b. Monetary Sanctions;

   d) Upon imposition of monetary sanction, the Contractor may request to conference with the Commissioner of Social Services to propose an alternative resolution. The Commissioner's decision shall be final.

e. Care Coordination and Case Management

Members with early childhood caries or other acute or chronic medical conditions that meet the criteria established by the Contractor and the Department may benefit from care coordination and case management services. These services may include, but are not limited to, education, counseling, and specialized oral health care and intervention strategies with children and their parents or legal guardian(s) to provide immediate treatment of current decay and to decrease the incidence of future decay.

The Contractor shall notify network PCDs to coordinate dental and medical (as necessary) care for their patients who meet the criteria for care coordination and case management. The PCD will develop a written care plan and prior authorization request to submit for

review and approval by the Contractor prior to billing the Department's Fiscal Intermediary (FI) for a case management fee. Case management will require prior authorization by the Contractor's dental director. With prior authorization, the dental provider will be able to bill and receive a monthly case management fee. Case management services require renewal, with submission of a new prior authorization request to the Contractor every 6 months.

When a PCD requires assistance or support to manage treatment of complex needs or to assist with patient compliance or to coordinate support services (Case Management), the PCD may propose, assistance from the Contractor's DHCS in the care plan.

The Contractor shall also identify from claims data Members who may meet the criteria for case management or care coordination services. The Contractor shall offer care coordination or case management services to individuals who are not already receiving case management services from their PCD.

i. The Department Shall:

1) Review and approve the Contractor's plan to identify children at risk or adults with special healthcare needs including criteria for outreach for utilization of services, care coordination and case management; and
2) Review and approve the Contractor's plan and requirements for prior authorization of case management by the PCD.

ii. The Contractor Shall:

1) Develop and implement a Care Coordination and Case Management (CC & CM) Program to assist PCDs manage children or adults with complex needs, that will:
    a) Identify high risk Members with potential for improved management of their oral health conditions, and improved outcomes through a predictive modeling system, other data analytic methods and referral sources;
    b) Engage Members in their own care through education and self-help coaching;
    c) Encourage increased use of preventive care services;
    d) Integrate the delivery of dental health services with physical and behavioral health services by working with the Department's Medical ASO and Behavioral Health ASO; and
    e) Mitigate poor outcomes for Members and high costs at both the individual Member and system levels.
2) Develop and implement CC & CM standards that:
    a) Coordinate care that is person-centered using a multidisciplinary primary care and specialty practice team, community supports and other resources required to help Members address their needs;
    b) Exchange information among those participating in the Member's care team, including the Member, family and circles of support with the Member's consent, in a manner consistent with HIPAA and other applicable federal and state confidentiality standards; and
    c) Identify and inform participants about each other's roles in the Member's care

team and about the available resources to fulfill the care plan, in a manner consistent with HIPAA and other applicable federal and state confidentiality standards.

3) Develop and implement CC & CM procedures and protocols that, at a minimum, describe:

   a) Criteria to identify high risk children and adults who may be candidates for care coordination and/or case management services;

   b) Methods to accept referrals from CMAP PCDs or other health care professionals of individuals who may need care coordination or case management services;

   c) Detailed care coordination and case management services and criteria to apply to individual Member case reviews for approving case management requests from providers;

   d) Methods to notify the Member's primary medical care and CMAP PCD providers that the Member has been identified as a candidate for care coordination and the reason why care coordination is necessary;

   e) Strategies to address barriers to care; and

   f) Methods to monitor the progress of the Members' care and treatment and adjust the care plan accordingly.

4) Employ, train and deploy DHCS throughout the CTDHP Network to implement the CC & CM program providing care coordination and outreach services. At a minimum, all DHCS will:

   a) Maintain a local presence and build collaborative relationships with CMAP dental providers, hospital clinics, pediatric or primary care medical providers and community organizations, such as oral health collaborative, community groups, faith-based organizations and any other entity which delivers healthcare services to HUSKY Health Members;

   b) Provide educational outreach and information concerning evidence-based dental practices to these groups and providers, in order to promote good oral health and improve the literacy of the population regarding the importance of oral health;

   c) Assist with improving oral health outcomes for specific individuals for whom PCDs have requested DHCS assistance and the ASO has approved; and

   d) At least one DHCS will be dedicated to provide care coordination and outreach services to the HUSKY Health population who have special healthcare needs.

5) Report to the Department, in a form, format and frequency as required by the Department, on the progress toward meeting the goals of the plan of care for those Members who receive CC & CM. At a minimum, the report shall measure:

   a) Access difficulties for obtaining specific levels of care (PCD or dental home, referral to specialist, ability to receive care in the operating room,);

   b) Local gaps in services (including ancillary services such as transportation, language barriers or other social determinants of health);

   c) Innovative and/or specialized programs that promote improved clinical

outcomes; and

d) Recommendations to resolve issues or improve service delivery to Members.

6) The Contractor shall conduct an annual CC & CM Member satisfaction survey for Members engaged in CC & CM to assess their level of satisfaction with the quality of the program.

7) Submit the CC & CM standards and the CC & CM policies and procedures for review and approval by the Department.

f. Second Opinions, Specialist Providers and the Referral Process

The Contractor shall:

1) Coordinate a Member's request for a second opinion from a qualified health care professional within the CMAP provider network;

2) Authorize CMAP specialty dentist referrals when medically necessary and authorize an evaluation by other CMAP provider (s) to ensure quality care is being delivered to Members in response to concerns expressed by a Member;

3) Arrange for care for the Member at an alternate provider if there is a concern raised by the Member or another CTDHP provider that the Member has not received the standard of care that would be normally accepted by other dentists in the community or the quality of services falls below the Northeast Regional Board of Dental Examiner's standards;

4) Notify the Department of instances in which Members have raised concerns about the care provided by a CTDHP provider; and

5) Arrange for care for the Member at an alternate CMAP dental provider when the Member brings complaints about the care delivered and/or treatment rendered by his/her dental provider and/or office staff when the complaints are deemed substantiated by the Contractor.

g. PCD and Specialist Selection, Scheduling, and Capacity

The Contractor shall:

1) Implement and maintain procedures to provide each Member with an ongoing source of primary dental care appropriate to his or her needs, at an established dental home;

2) Provide Members with the opportunity to select a Primary Dental Care Provider/Dental Home by reaching out to new Members within sixty (60) days of enrollment by automated telephone calls emphasizing the importance of oral health and asking them to call CTDHP for help in finding a dental home. In addition, perform automated outreach telephone calls to Members who have not obtained oral health care in the prior twelve (12) months. Other outreach activities targeted to specific target populations such as perinatal women, users of Hospital Emergency Departments for oral health issues and others will be developed in conjunction with the Department. When

the Member calls the Call Center, provide a list of up to four CMAP primary care dental providers or dental homes (including address and phone number) chosen at random, located within 15 miles of the Member's place of residence;

3) Work with the Medical ASO (currently CNHCT) to provide appropriate information for inclusion in Medical ASO's new Member welcome packet on the importance of oral health and how to reach and utilize the resources of CTDHP to find a dental home and other information on their dental benefits;

4) Monitor Member access and utilization to provide feedback and education to CTDHP Providers to ensure understanding of the benefit structure, and to ensure that the following standards are met:

   a) Emergency cases shall be seen immediately (within twenty-four (24) hours) or referred to a specialist or emergency facility when appropriate;

   b) Urgent cases shall be seen within forty-eight (48) hours of notification;

   c) Preventive and non-urgent or emergent care visits shall be scheduled within eight (8) weeks of Member's request;

   d) CMAP specialists shall provide covered services within the scope of their practice and within professionally accepted promptness standards for providing such treatment;

   e) For those Members who do not access dental care within the first twelve (12) months of enrollment, the Contractor shall conduct outreach to ensure the Member is able to access services in accordance with the access standards of the contract and to offer appointment scheduling assistance to Members who have not received a dental screen and cleaning. The Contractor shall also conduct direct outreach to targeted new Members using data from the Health Risk Assessment ("HRA") conducted by the medical ASO. The new members who responded on the HRA that they do not have a regular dentist will be called. The Contractor's call center representatives will introduce the dental benefits available to the Member and encourage them to see a dentist and obtain a dental home, giving referrals or making appointments as needed.

5) Track each Member's use of dental care services. In the event that a Member does not regularly obtain primary dental care services from the dental home, the Contractor shall contact the Member and offer to assist the Member in selecting a dental home and coordinate any ancillary services if necessary;

6) Offer Members scheduling assistance for a preventive care visit when a Member's last preventive care visit was not within the appropriate guidelines for his or her age or if the Member has not received any primary dental care;

7) Monitor and track CTDHP PCD transfer requests and follow up on all complaints made by Members, as referenced in Section C.2.d., as necessary; and

8) Assist members with locating a CMAP dental home and/or scheduling an appointment with a CMAP specialist via the call center or via the provider location tool on the CTDHP website. A Member must be provided with a dental provider within a fifteen (15) mile radius (or the closest appropriate provider) in the Member's town of residence. The 15-

mile requirement shall be measured from the center of the zip code to the town line. A Member may also elect to use the town where they are employed or attending school.

h. Coordination of Dental Services with Administrative Service Organizations (ASOs)

i. The Department shall require its other ASOs to:

1) Continue responsibility for the following covered oral health services:
   a) Hospital based care (i.e. Emergency Department (ED)) and the authorization for hospital services for Care delivered in the Operating Room); The HUSKY Health medical ASO, will continue to be responsible for utilization management services for hospital Emergency Department services related to dental emergencies, operating room services or same day surgery suites (excluding the dental procedures) and oral surgery services performed by an oral and maxillofacial surgeon in the hospital. The Contractor will be responsible for reviewing and approving oral surgical procedures for medical necessity, excluding those reviewed and authorized by the Medical ASO;
   b) Treatment of oral health trauma or disorders which require the specialty of Oral and Maxillofacial Surgeons, provided that the services are medically necessary; and
   c) Laboratory services, regardless of the member's primary diagnosis or presenting problem.
2) Collaborate with the Contractor to provide primary dental care education to Members, including initiatives such as perinatal infant oral health & care for immunocompromised Members, and facilitate where appropriate communication between primary care dental providers and the dental home;
3) Promote and support coordination of physical health, nutritional health and oral health care; and
4) Direct Members who are eligible for Non-emergency medical transportation (NEMT) to the NEMT broker (currently Veyo).

ii. The Contractor Shall:

1) Communicate and collaborate with the other ASOs and Primary Care Physicians (PCPs), as necessary, on primary dental care education and care initiatives to improve ease of referral of Members from PCPs and coordination between PCDs and the medical providers;
2) Coordinate with the Medical ASO (currently CHNCT) in the development and promotion of screening services, educational materials and fluoride treatment for primary care-based treatment of oral health disease, including indications for referral to a specialist and procedures for referring; and
3) Facilitate communication and foster a cooperative relationship with the behavioral health ASO (currently Beacon Health Options) and NEMT broker (currently Veyo) to improve Member outcomes. Coordinate with the Department's NEMT broker to ensure transportation to and from dental appointments for Members who are eligible for

NEMT.

i. Preventive Care and Services for Children - EPSDT

i. The Department Shall:

Provide EPSDT information to families with children at the time of initial eligibility grant of HUSKY A and annual eligibility reviews including:

a) The availability of EPSDT screening, diagnostic and treatment services;

b) The importance and benefits of EPSDT screening services; and

c) How to obtain EPSDT screening services.

ii. The Contractor Shall:

1) Implement a DSS-approved prevention and intervention strategy for Members, identified by DSSand their families to reduce poor oral health habits and prevent oral disease such as dental decay, gingivitis and periodontal disease. The prevention and intervention strategy shall include digital, electronic, written and oral communications informing the Members of the availability and importance of EPSDT services to families with EPSDT eligible children;

2) Develop and implement prevention protocols to:

   a) Identify children who are overdue for dental prevention visits, and those who have missed such visits;

   b) Facilitate Member access to and for the receipt of medically necessary EPSDT or other diagnostic services and for oral health services recommended pursuant to an EPSDT examination and treatment for Members under twenty-one (21) years of age covered under the federal Medicaid program and described in Section 1905(a) of the Social Security Act regardless of whether the dental care, diagnostic services, and treatment are specified in the list of covered benefits and regardless of any limitations on the amount, duration, or scope of the services that would otherwise be applied provided the services are medically necessary. The services should consist of the most appropriate, least costly modality of treatment that will restore the Member's oral health to a good condition and in a functional stand;

   c) Track members who are due for EPSDT screening services, those who are overdue for EPSDT screening services and those who have missed EPSDT screening services;

   d) Support and increase utilization by its Members under the age of twenty-one (21) to utilize EPSDT screening services and any necessary diagnostic and treatment services by:

      i. Assisting members to locate an appropriate CMAP dental provider and schedule appointments;

      ii. Assisting members to arrange or schedule transportation to their appointments;

iii. Arranging interpreter services for members with limited English proficiency and members who are hearing impaired, deaf, and/or blind; and

iv. Send out communications to the Members' parents or caretaker and PCPs regarding HUSKY Health Members who are due or overdue for their EPSDT appointment based upon their birthdates and utilization data. Monitor and track coordination of prevention and intervention efforts;

e) Promote oral health as a part of systemic health and educate and engage families on the importance of achieving good oral health;

f) Provide multiple outreach activities in various modalities to EPSDT Eligible Members to meet the requirements of the EPSDT program as set forth in Sections 1902(a) (43) and 1905(r) of the Social Security Act;

g) Encourage members to receive EPSDT screening services in accordance with the Department's dental periodicity schedule and the American Academy of Pediatrics which recommends a dental visit by the Member's first birthday and follows an inter-periodic periodicity schedule every six (6) months thereafter;

h) Encourage members under the age of twenty-one (21) to receive inter-periodic screening examinations every six (6) months or as prescribed when medically necessary;

i) Educate parents and guardians and network providers that EPSDT screening services must, at a minimum, include:

i. Dental assessments and cleanings, fluoride treatment and radiographs (if indicated), as set forth in the dental periodicity schedule; and

j) Oral health education including anticipatory guidance. Coordinate and enhance the services provided to members less than twenty-one (21) years of age through outreach to and collaboration with the organizations that provide services through Community Partners.

j. Linguistic and Americans with Disabilities Act (ADA) Access

Consistent with the obligations outlined in Part II, Section E.2 ("Americans with Disabilities Act"), the Contractor shall be responsible for administering the Americans with Disabilities Act ("ADA") with respect to HUSKY clients who are served by the Contractor. If a HUSKY client contacts the Department with an inquiry or request regarding an ADA accommodation for a program or service operated by the Contractor, the Department will direct the inquiry or request to the Contractor to be addressed in accordance with the Contractor's ADA policies and procedures.

Members who have limited English proficiency or who have disabilities will be provided with assistance in obtaining services, including those services and considerations required by applicable law, including the ADA and Section 1557 of the Patient Protection and Affordable Care Act to the extent such laws apply to the program.

The Department shall:

Direct Member inquiries or requests related to an accommodation for a program or service operated by the Contractor to the Contractor's ADA administrator to be addressed in a manner consistent with the Contractor's ADA policies and procedures.

The Contractor shall:

1) Not discriminate in the provision of services on the basis of race, color, religion, sex, gender identity or expression, marital status, age, nation origin, ancestry, political beliefs, sexual orientation, intellectual disability, mental disability, learning disability or physical disability, including, but not limited to blindness;
2) Develop and implement demographic data tracking health disparities reports with corrective actions as needed;
3) Develop and implement cultural and linguistic competence-related measures with corrective actions as needed;
4) Develop and implement program improvement activities addressing the social/environmental determinants of health;
5) Include access-related questions in a consumer satisfaction survey (highlighting race, ethnic, sex, geographic area, primary language, and disability breakdowns) with corrective actions as needed;
6) Assign an ADA administrator responsible for ensuring compliance with the members' rights under the ADA, Section 1557 of the Affordable Care Act, and other applicable federal and state anti-discrimination laws, and provide the name and contact information of that ADA administrator to the DSS program contact;
7) Develop and implement policies that ensure compliance with members' rights under the ADA, Section 1557 of the Affordable Care Act, and other applicable federal and state anti-discrimination laws, and provide a copy of all policies and procedures annually to DSS;
8) Maintain records of records of the administration of members' rights under the ADA, Section 1557 of the Affordable Care Act, and other applicable federal and state anti-discrimination laws;
9) Take appropriate measures to ensure adequate access is available to services by Members with limited English proficiency. These measures shall include, but not be limited to activities that:
    a) Implement and promulgate linguistic accessibility policies for the Contractor staff and all subcontractors;
    b) Assign a single individual for developing and ensuring compliance with linguistic accessibility policies;
    c) Develop and maintain specific policy on how to identify individuals with linguistic access needs and Members with limited English proficiency as soon as possible following enrollment and implement an outreach strategy to ensure those Members are educated on their dental

benefits and how to access services;;

d) Provide both written and oral interpretation/translation services to Members to the extent required by applicable law;

e) Provide written outreach and education materials, notices of action and administrative hearing information to HUSKY A, C, D Members, and grievance information to HUSKY B Members in English and Spanish, and to the extent required by law as applicable to this program, making the 15 languages designated by the U.S. Department of Health and Human Services, Center for Medicare and Medicaid Services website available to Members who request such language accommodations by complying with the Office of Civil Rights of the Member Protection and Affordability Act ruling with Section 1557 regarding linguistic accessibility to all Members;

f) Notify all Members that oral interpretation is available for the 15 most commonly spoken languages and will be provided through the Contractor when the Member interacts with the Call Center or other staff; the Department during Administrative Hearings or through the provider offices during appointments;

g) To the extent required by law, ensure website localization for the languages designated by the U.S. Department of Health and Human Services, Center for Medicare and Medicaid Services website for language accommodations and in a HIPAA compliant format where applicable;

h) Notify all Members that oral interpretation is available for over 150 languages (or whatever other minimum number of oral interpretation languages is required by law for the program) and will be provided by or through the Contractor; and

i) Remind all CMAP dental providers of their responsibility to comply with applicable provisions of the “Nondiscrimination in Health Programs and Activities Rule (Section 1557 of the Affordable Care Act).

j) To the extent that the Contractor or the Member’s PCD determines such services are required for effective communication, arrange for a qualified interpreter for deaf or hard of hearing participants;

10) The Contractor shall take into consideration the special needs of Members who have limited reading proficiency and will produce all written materials in no greater than a 7th grade reading level;

11) The Contractor may rely upon initial enrollment and monthly enrollment data from the Department to determine the designated spoken language for each Member. The Contractor shall provide written materials in the language noted upon eligibility unless indicated otherwise;

12) The Contractor shall provide information in alternative formats and in an appropriate manner compliant with the amendment to the Rehabilitation Act of 1973 (Title II and Title III) using the 2010 revised American with Disabilities ACT (ADA) provisions and the

1557 Regulations to the Affordable Care Act. The special needs of Members with disabilities, as determined by the Member's primary care provider and confirmed by the Contractor's DHCS, will be addressed to ensure access to written material and services by people with visual, hearing, emotional, physical and learning disabilities;

13) Collaborate with the Departmental staff, medical ASO staff and/or behavioral health ASO staff to identify Members who have conditions that may or will have special oral healthcare needs; and

14) Have a mechanism in place to identify and assist HUSKY Members with special health care needs to locate and access a primary care or specialist provider appropriate for the Member's condition and identified dental/oral needs

k. Services for Members

1) The Contractor shall develop, implement and maintain an ongoing process of delivering Member information and education that shall include, but is not necessarily limited to:

   a) The Call Center and offered services including the availability of bilingual staff who can communicate, at minimum, in English and Spanish on an as needed basis;

   b) The Contractor shall collaborate with the Medical ASO to include dental health information in the Member Brochure(s) and foster a communication mechanism for new Members in an effort for the Contractor to ensure new welcome calls;

   c) Website and privacy portal;

   d) Social media applications;

   e) Newsletter;

   f) Other Member materials as requested by Members or as required by the Department; and

   g) Propose and submit to the Department for its review and approval, prior to distribution, all informational and educational materials directed to Members.

2) The Contractor shall maintain an adequately staffed Member Services Department to provide information, receive telephone calls, answer questions, assist members with finding providers, provide appointment and transportation scheduling assistance, respond to complaints and resolve problems informally. Appointment scheduling assistance shall be made available in compliance with the appointment scheduling standards identified in Part I, Section C.2.g. PCD and Specialist Selection, Scheduling, and Capacity above;

3) At a minimum, the Contractor shall maintain all materials in an ADA compliant format and produce in both English and Spanish at a 7th grade reading level. The Contractor's website and written materials for members shall be in an easily understood format and language and shall be in compliance with the requirements of Part I, Section C.2.j. The Contractor shall perform a "Mystery Shopper Survey" which shall consist at a minimum of surveying the CMAP dental office for time availability and scheduling standards to all enrolled CMAP dental offices biannually beginning with the second full year of execution of the contract;

4) The Contractor shall provide two monthly reports to the Department regarding the constitution of the network for each county. The first report shall consist of CTDHP dental providers and practice locations (dental providers may be counted multiple times). A second report shall be generated where CTDHP providers shall be counted only one (1) time in the report despite working in multiple office locations/ facilities and/or working in multiple counties. The provider shall be attributed to the office where the greatest majority of time is spent;

5) Consistent with the requirements of Part I, Section C.2.j, all written materials and correspondence with Members shall be culturally sensitive and written at no higher than a seventh (7th) grade reading level.

6) The Contractor shall maintain an adequately staffed bilingual Member services call center and office with staff who can communicate, at minimum, in English and Spanish on an as needed basis to:

   a) provide information, receive telephone calls, and answer questions;

   b) assist Members with finding CMAP dental providers;

   c) provide appointment and transportation scheduling assistance to Members;

   d) teach Members how to be self-sufficient for appointment scheduling;

   e) respond to complaints and resolve related problems informally; and

7) Ensure that Members in need of urgent or emergent care have access during normal business hours to qualified CMAP dental providers within 15 miles of their location. For after-hours inquires, an outbound telephone message shall instruct Members who have an urgent need to call their dental home or the Contractor shall appoint an after-hour or on-call contact person/service for referral to CMAP offices with evening hours. A referral to a hospital emergency department should only be given when the Member requires emergency services. Emergent care appointments must be made within twenty-four (24) hours and urgent care requests should be made within forty-eight (48) hours of the request.

8) The Contractor shall provide appropriate referrals for Members who express the need for or may require other health services. The Contractor shall develop and maintain procedures for managing urgent or crisis calls and communicating Member specific crisis information to other ASO's, the Department, healthcare providers and/or other agencies;

9) The Contractor shall develop and implement operational procedures, desk level reference manuals, forms and reports necessary for the operation of Member services. The operational procedures shall include offering CTDHP providers for the Member to contact and also offering appointment scheduling assistance. At the time of enrollment and at least annually thereafter, the Contractor shall inform HUSKY A, C, and D Members of the applicable procedural steps for filing a request for an administrative hearing, and shall inform HUSKY B Members of the procedure for filing an internal appeal. When Members contact the Member Services Department to ask questions about, or complain about, the Contractor's failure to respond promptly to a request for covered services, or the denial, reduction, suspension or termination of services, the Contractor shall:

a) Attempt to resolve such concerns informally;

b) Inform Members of the process for requesting an administrative hearing for HUSKY A, HUSKY C and HUSKY D populations, and the process for requesting an internal appeal for HUSKY B Members; and

c) Upon request, mail to HUSKY B Members, within one business day, forms and instructions for filing an internal appeal.

10) The Contractor shall develop and implement a formal training program and curriculum for staff who respond to member inquires. The Contractor shall monitor and track PCD transfer requests and follow up on complaints made by Members;

11) The Contractor shall develop and implement a reference manual for Member service representatives to use during daily operations.

12) The Contractor shall provide bi-annual refresher training to call center staff who responds to Member inquires.

l. Call Center Management

ii. The Contractor Shall:

1) Provide a Private Branch Exchange (PBX)) and staffed lines that enable members and providers to efficiently access information and services. The PBX shall have capability for:

a) Auto-Attendance,

b) Automated Call Distribution (ACD),

c) Interactive Voice Response (IVR),

d) Auto-call back when a call center representative is available, and

e) Computer Telephony Integration.

2) Provide and operate a telephone call system that connects callers to appropriate staffed lines while minimizing wait times through menu selections and call distribution management that meet the following minimum requirements:

a) Two (2) toll free lines, one dedicated line for member issues and one dedicated line for provider issues;

b) One (1) line dedicated to fax communication;

c) The PBX shall have the functionality to:

i. Transfer calls to other Departmental offices within the Contractor;

ii. Link to the Department's or other Contractor's telecommunications systems;

iii. Transfer calls immediately to a direct contact with a service representative on a priority basis without the caller having to listen to IVR or the auto-attendant options;

iv. Conduct conference calls with offices and/or other ASOs;

v. Provide text-telephone device (TTD) or an equivalent system to communicate by telephone with hearing-impaired Members;

vi. Accommodate overflow;

vii. Provide voicemail. (The Contractor shall guarantee return calls with no greater than a three (3) hour delay in returning messages during normal operational business hours; and response to late day and all after hours voice mail messages by the close of business on the following business day;

viii. Record calls, track calls from Members by phone number, name and/or client identification number and calls from offices by phone number, NPI, and/or office billing NPI or federal identification number and enrolled providers NPI or federal tax identification number;

ix. Provide the announcement message in in English and Spanish, including voice prompts and instructions for emergencies; and

x. Switch callers, in the event of a communications outage, to another call center location or to automatically post a message that the phone is out of service with directions of where a Member may call if an urgent need arises.

d) Communicate by telephone with hearing-impaired Members using a TTY/TDDY or the 711 Line for Hearing Impaired individuals.

3) Provide sufficient staff that is well-informed regarding provider network, provider office accommodations, provider specialty, Member benefit structure, Member benefit history, prior authorization status, the HUSKY A, C, and D administrative hearing process, HUSKY B internal appeal process and contact referral to other ASOs and programs. These staff shall be courteous and available during core business hours of 8:00 a.m. to 5:00 p.m. on Mondays through Fridays except for eight (8) holidays (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following, and Christmas Day) The response to all calls placed to the Call Center must meet the following standards:

a) Staff shall answer 90% of calls in a given month for Member Services and Provider Services measured independently of each other separately within forty-five (45) seconds and ninety-seven percent (97%) for the calls to the Member services or provider services number within one-hundred twenty (120) seconds;

b) When calls are not answered within the first thirty (30) seconds, the Auto-attendant or IVR shall initiate a recorded message encouraging a caller to remain on the line and assuring a caller that a qualified staff person will answer the call momentarily;

c) The daily abandonment rate shall not exceed 5%;

d) During non-business hours when a staff person is not available for routine calls, the Auto-Attendant shall respond with the option to leave a message and assuring a response within 24 business hours or offer the Member a call back when a call center representative becomes available;

e) During non-business hours when a staff person is not available for urgent or emergent calls, the Contractor shall provide a back-up mechanism for contacting a staff member for an urgent or emergent need;

f) In the event of inclement weather or other reason for closing the Member Services center, a staff member or the call center must have the capability to remotely function from an alternative site or a local call center representative or staff member must be on call to assist a Member who may have an urgent or emergent need;

g) After hours calls from providers for urgent prior authorization requests shall be responded to on the next business day within two hours of opening;

h) The PBX shall not deliver a "busy signal or tone";

i) The PBX-IVR system shall provide the options menu to all calls within two (2) rings; and

j) The PBX-IVR shall provide callers in a queue who have an expected hold time of more than sixty (60) seconds the opportunity to receive an automatic call back as soon as the next Member Services representative becomes available.

4) Employ bilingual staff who can communicate, at minimum, in English and Spanish on an as needed basis and shall provide access to translation services for other languages when necessary;

5) Require Member Services staff to greet the caller by extending a salutation including the program name, identifying themselves by their first name when answering and always treat the caller in a responsive, respectful and courteous manner. The Department reserves the right to request Member Services Training Material for review and request revisions or changes in the material at any time;

6) Establish and maintain a functioning automatic call distribution (ACD) and call reporting system with the capacity to record and aggregate at minimum, the following information by line the phone statistics shall be maintained daily, tallied and submitted to the Department in accordance with a fixed reporting schedule and format. The Department reserves the right to change the reporting timeframe for these reports within a reasonable advance notice to the Contractor:

a) Number of incoming calls;

b) Number of answered calls by Contractor staff;

c) Average number of calls answered by Contractor staff within the response time standards;

d) Average call – wait time;

e) Average talk time;

f) Percent of routine member services calls answered by staff less than thirty (30) seconds after the selection of a menu option;

g) Percent of provider services calls answered by staff less than thirty (30) seconds after the selection of a menu option;

h) The number of calls placed on hold and length of time on hold;

i) The number of calls that elected to use the call back function and the average time when the Member received a return call;

j) The number and percent of abandoned calls. (For purposes of this subsection abandonment refers to those calls abandoned after the entire menu selection has been played). The call abandonment rate shall be measured by each hour of the day and averaged for each month;

k) The number and percentage of first call resolutions; and

l) The five (5) most common reasons for inquiries into the Member services call center (i.e. provider location, specialist location, appointment assistance and/or other reasons.

7) Monitor Contractor staff performance on a monthly basis for professional demeanor during phone calls, courtesies exhibited to Members, accuracy of information provided to Members and other standard industry Member services metrics. A report shall be provided on each staff member's performance on a quarterly basis. The phone statistics shall be maintained daily and tallied and submitted to the Department in accordance with a fixed reporting schedule and format to be agreed upon in writing by the Department and the Contractor. See Attachment C. Connecticut Dental Health Partnership Reporting Grid. The Department reserves the right to make reasonable changes in the reporting timeframe for these reports with reasonable advance notice to the Contractor. Additionally, the Department may request ad hoc reports, to be produced within a reasonable timeframe as necessitated and defined by circumstance; and

8) Conduct monthly reviews of a random sample of review of benefits discussed by each staff member with an office and/or Member to monitor the accuracy and consistency of the information provided to customers. The selected Contractor shall report the review results to the Department as part of the Quality Management program and on a quarterly basis.

Sanction: If the Contractor does not meet the incoming call response or call abandonment standards set forth in this section the Department may impose a strike towards a Class A sanction pursuant to Part I, Section C.6. b. Monetary Sanctions.

Sanction: For each documented and validated instance of failure to provide appropriate linguistic accessibility to Members, the Department may impose a strike towards a Class A sanction pursuant to Part I, Section C, 6., b. Monetary Sanctions.

m. Content of CTDHP Website

i. For both the member and provider section of the website, the Contractor shall:

1) Maintain a transparent, easy-to-navigate CTDHP website for HUSKY Health Members and the CTDHP provider network. If the Contractor elects to place the website(s) within a more complex corporate website, the Contractor shall ensure that the Connecticut CTDHP link(s) is clearly accessible from the corporate main site.

2) Configure the website using SSL/TLS protocols for certificates. The Contractor shall collaborate with the Department when revising or updating CTDHP website content.

3) Ensure that the website is compliant with § 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d) so that persons with visual impairments and other disabilities can access the content on the website as well as, to the extent applicable to the program, the Office of Civil Rights and Opportunities with the 1557 ruling regarding linguistic access. Note: the federal government has provided compliance information online at http://www.section508.gov/.

4) Implement a secure section or web portal where a Member, stakeholder or provider can leave feedback, request information, ask a question on a secured portal and receive a personalized response within forty–eight (48) business hours.

5) Submit its content to the Department for its review and approval prior to posting.

ii. In the Member Section of CTDHP Website, the Contractor shall:

1) Maintain a Member section of the CTDHP website at no greater than a seventh-grade reading level in both English and Spanish. The content of the Member section shall include the following:

a) An informational and welcoming Member section of the CTDHP website.

b) Brief description of the CTDHP;

c) Scope of coverage: Oral health benefits for Members in layperson's terminology;

i. Description of EPSDT services for HUSKY A children;

ii. Access to services: describing how to independently access providers;

iii. Member services contact information including Member services telephone and Fax;

iv. Appointment scheduling assistance;

v. Provider locater tool for Members; and

vi. Brief description of care coordination services.

d) Importance of selecting and staying with a dental home (PCD) and obtaining good oral health;

e) Phone numbers to be used to access the medical and behavioral health ASOs, as well as the non-emergency medical transportation vendor (transportation is not available to HUSKY B Members);

f) Member rights and responsibilities, including the importance of changing and cancelling appointments on a timely basis, and how to cancel or change an

appointment;

g) A brief description of the administrative hearing process for HUSKY A, C, and D Members, and of the grievance process for HUSKY B Members, at a seventh-grade reading level;

h) Cost-Sharing (HUSKY B Members only);

i) A brief overview of financial obligations of the Member when the Member elects to undergo a non–covered or upgrade to a non-covered procedure; and.

j) A description of the adult annual benefit maximum for HUSKY Health members.

k) Member utilization history including accrual balance for adults over the age of twenty-one for a period of ten (10) years or as long as the Member has been enrolled in the HUSKY Health Program. A Member opt-out feature to remove the Member history from the CTDHP secure website;

l) Contact service information through links to the Department's primary websites (e.g., www.ctbhp.com, www.ctdssmap.com, www.huskyhealthct.org);

m) Member educational information including past Member newsletters;

n) Member information concerning oral health conditions and strategies for improving or maintaining the oral health condition, including links to oral health resources;

o) Oral health information during Children's Dental Health Month (February);

p) A secure web-based e-mail box for members to communicate with the Contractor;

q) An optional survey for Members to complete regarding the ease of use, helpfulness of the website and other salient points of customer service from the CTDHP Program and staff.

iii. In the Provider Section of the CTDHP website:

1) The Contractor shall provide a transparent, topic organized and easy-to-navigate website for CMAP dental network providers;

2) At a minimum, the provider section of the CTDHP website shall include the following functions:

a) An electronic upload for the prior authorization request of services by the CMAP network of dental providers; and

b) A secure web-based web form for providers and members to send feedback to the Contractor.

c) Medicaid Program provider manual;

d) Program regulations and policy bulletins and policy transmittals specific to CMAP dental providers;

e) An e-format of all forms and printed material; Description for providers of how to enroll;

f) Links to the Department, the medical and behavioral health ASO websites and the NEMT website;

g) Links to oral health resources;

h) Oral health, adverse childhood events and mandatory reporting material resources;

i) A secured portal for prior authorization requests;

j) Information to reduce opioid prescribing by CTDHP providers;

k) A web portal for CTDHP providers to access a Member's claims history for a period of ten (10) years. An option for surveys or for leaving feedback for providers; and

l) Summary of Member benefits and co–pay for provider reference.

n. Marketing Guidelines

1) The Contractor shall not engage in marketing activities directed at members served under this contract; and

2) The Contractor will monitor and address inappropriate marketing activities of the CTDHP provider network.

o. Member Education and Outreach Activities

The Contractor shall:

1) Maintain an understanding of Connecticut's diverse constituency, sister agencies with shared constituencies, professional organizations and network of CMAP behavioral health, dental and medical providers and other Community Partners;

2) Work collaboratively with a range of Member and family organizations to promote and facilitate the understanding of the importance of good oral health;

3) Maintain the ability to use multiple social media, e-mail, telephony systems, web-based tools and other means to disseminate information, gather feedback and assemble data to produce meaningful outcome measures;

4) Maintain a record of statewide collaboration with advocacy organizations, government agencies and CMAP healthcare providers in order to improve oral healthcare for HUSKY Health Members and Member utilization of preventive dental services;

5) Routinely, but no less frequently than annually, remind and encourage Members to utilize appropriate dental benefits. The Contractor shall also encourage periodic screening activities that, in the opinion of the dental staff, would effectively identify conditions indicative of oral pathology. The Contractor shall keep a record of all activities it has conducted to satisfy this requirement. Outreach activities must also be conducted with behavioral health and medical providers to increase understanding that a patient's oral health contributes to their patient's overall health;

6) Submit to the Department, for review and approval all media announcements, notices, newsletters and similar communication for providers and members. The Department

shall respond to review requests from the Contractor within thirty (30) days from the receipt of the material. If the Department does not respond to materials submitted for approval within thirty (30) days, the Contractor shall resubmit the request to the Department. The Department reserves the right to request revisions or recall specific materials at any time;

7) Develop and implement an education and outreach strategy to encourage Members to utilize appropriate oral healthcare services and increase their oral health care knowledge. The activities shall include, but not be limited to, the production and distribution of printed materials and public events, including webinars, learning sessions and other publications or events that contain oral health educational content, such as newsletters.

8) Develop a plan and implement activities to increase the oral health knowledge of the Member and non–dental provider population. The plan must include measurable performance standards to evaluate the plan's success and identification of the return of investment and potential costs for said plan;

9) Develop a plan and implement activities to promote the concept and use of the primary care dentist and dental home to all Members. The plan must include measurable performance standards to evaluate the plans success and identification of the return on investment and potential costs for said plan;

10) Develop and implement an education and outreach strategy for non–healthcare professionals, including materials and events for the same, composed, but not limited to webinars, learning sessions and other oral health educational content, such as newsletters;

11) Develop materials to inform behavioral health and medical providers of the importance of achieving good oral health so their patients may achieve optimum overall health. The materials should promote and encourage cross–referral between the medical and dental health CMAP networks; and

12) Develop and distribute materials to inform advocacy organizations and other state agencies of the importance of oral health and of having a dental home in order to achieve good oral health so their constituency may achieve optimum overall health.

p. Health Equity

The Contractor shall:

1) In the first year of the contract, develop a formal process to identify potential health disparities and in the second and third year of the contract, make recommendations to the Department on how to remediate health disparities using a methodology that can measure progress.

2) Ensure that CTDHP providers are providing services in an equitable manner to the underserved, socially disadvantaged and ethnically diverse groups, including services that are culturally and linguistically appropriate. In this regard, the Contractor is required to utilize data on race, ethnicity, geographic area, sex, primary language, disability, and any other measure identified by the Department to the extent practicable, and to submit to the Department an annual report on a quality improvement activity.

q. Provider Relations

The Contractor shall provide efficient administrative services that pose the least restrictive and the least cumbersome administrative burden on providers as possible.

i. The Department Shall:

1) Develop a process to integrate the morphine milligram equivalent in provider/patient profiling; and
2) Provide guidance on dental provider profiling and analysis relative to prescribing.

ii. The Contractor shall:

1) Perform provider relations for CTDHP providers, including, but not limited to:
    a) Providing support for the enrollment process with the Department's MMIS contractor;
    b) Developing courteous communication processes between the Contractor, providers and MMIS contractor;
    c) Providing professional training regarding program enrollment and technical assistance for understanding program policies and benefit limitations;
    d) Conveying CMAP contractual requirements;
    e) Educating providers regarding the importance of phased treatment plans being followed; the most appropriate and the least costly modalities of treatment apply;
    f) Performing office inspections and issue corrective action plans when appropriate;
    g) Establishing the parameters around prior authorization of services and the professional appeal process;
    h) Maintaining correspondence files in an organized and accessible manner for all providers; and
    i) Maintaining effective and efficient mechanisms for programmatic outreach and communication between providers and the Contractor including:
        i. Web-based inquiry site;
        ii. Develop a newsletter published and distributed bi-annually during Dental Health Month (February), posted on–line and in print and a second publication in the month of August;
        iii. Develop a customer-friendly telephone call center with the capability to respond timely and accurately to provider inquiries; and
        iv. Develop and implement an orientation program for newly enrolled providers and provide technical assistance for providers including:
            a. An initial Contractor-provider introduction to be scheduled in conjunction with the Connecticut State Dental Association;
            b. Targeted technical assistance for those providers who are identified as needing further assistance and education regarding the CTDHP and program

policies and regulations.

r. Quality Assurance

The Contractor shall:

1) Require that its staff, subcontractors and CMAP enrolled dental providers render consistently high-quality services. The Contractor shall also ensure that services are medically necessary. The Contractor shall implement a Quality Assurance and Performance Improvement ("QAPI") program to monitor and continuously improve the quality of care. The Department will monitor the Contractor's compliance with all requirements in this section;
2) Comply with applicable federal and state regulations and Department policies and requirements concerning quality assessment and program improvement. The Contractor will develop and implement an internal QAPI program consistent with the guidelines provided. The Contractor's QAPI program shall include provisions that:
    a) Detail the review process by appropriate health professionals regarding the delivery of dental services;
    b) Detail the Contractor's systems and processes to collect performance and Member outcomes;
    c) Describe the process for circulating these data and related findings among the participating CMAP dental providers when appropriate;
    d) Describe the process for amending the QAPI and making needed changes;
    e) Include at least three performance improvement projects; and
    f) Detail the Contractor's systems and other mechanisms to detect frequent emergency department users, both under-utilization and over-utilization of services.
3) Provide descriptive information on the operation, performance and success of its QAPI program to the Department or its agent upon request;
4) Maintain and operate a QAPI program that includes at least the following elements:
    a) A QAPI plan that includes specific action steps and timelines related to QAPI activities;
    b) At minimum, a one half-time Quality Assurance Director, who is responsible for the operation and success of the QAPI program. This person shall have adequate experience to ensure a successful QAPI program, and shall be accountable for the quality systems of the dental program;
    c) The Quality Assurance Director shall spend an adequate percentage of time on QAPI activities to ensure that a successful QAPI program will exist. Under the QAPI program, there shall be access on an as-needed basis to the full complement of health professions (e.g. primary care and dental specialists, etc.) and administrative staff; and
    d) Convene a Quality Assurance Committee that shall provide oversight for all aspects of the QAPI program, that will include representatives from the following:

i. A variety of dental and medical disciplines (e.g., medicine, behavioral health, surgery, etc.);

ii. Administrative and qualitative staff;

iii. Board of Directors Members of the Contractor; and

iv. The Department.

5) Conduct QAPI activities distinct from Utilization Review/Management activities, so that QAPI activities can be distinctly identified as such;

6) Ensure that the Quality Assurance Committee shall meet at least quarterly and produce written documentation of committee activities to be shared with the Department;

7) Report the results of the QAPI activities shall be reported in writing at each meeting of the Board of Directors, Quality Assurance and Dental Policy Advisory Committees;

8) Adopt a written procedure for following up on the results of QAPI activities to determine the success of implementation. The ASO Contractor shall document its follow-up efforts in writing;

9) Agree to modify its QAPI plan based on negotiations with the Department, when the Department determines that a QAPI plan does not meet the requirements and provides a model plan;

10) Be an active participant, as appropriate in the Department's quality improvement focus studies and shall cooperate with the Department in other studies of mutual interest initiated by the Department; and

11) Commission and pay for an annual NCQA Consumer Assessment of Health Plans Survey (CAHPs) Dental Survey using an independent NCQA certified vendor. The ASO shall provide a copy of the CAHPS survey and survey results to the Department.

s. Data and Disaster Recovery Plan- Parameters and Expectations

i. The Contractor shall:

1) Perform nightly backup of all data in the event there is a failure during the day. Data backups should be performed in real time on a daily basis and the data integrity verified at minimum on a weekly basis.

2) Encrypt data both at rest and in motion:

i. The Contractor must be consistent with the State of Connecticut's encryption architecture standard which is AES-256.

ii. The Contractor encryption must be provided by a FIPS 140-2 Validated product. A list of these products may be found at http://csrc.nist.gov/groups/STM/cmvp/documents/140- .1/140val-all.htm and shall:

a. Have a storage area network location where the primary site is at least 25 miles away from the DAS BEST State Data Center in Groton, Connecticut;

b. Designate the primary person and secondary person

responsible for data backup and storage activities;
Designate the primary person and secondary person responsible for data restoration activities;

c. Keep a daily log of the primary and secondary person's backup and restoration activities;

3) Have a written procedure of the process to restore the data after a disaster, including a detailed description of the responsibilities of each person accountable at each step;

4) Have a description of how data will be tracked in the event of a disaster. This must be updated every six (6) months. Maintain a recurring site for all data equipment;

5) Provide a copy of the contract for this upon request; and

6) Perform annual data recovery drills which will document the recovery time, identify weaknesses/risks to be mitigated and what has been done to mitigate the weaknesses/risks.

t. Member Health Records

The Contractor Shall:

1) Establish a confidential, centralized record, for each Member, which includes relevant information about dental goods and services received. The dental record shall include coordination of Member care when appropriate; for example, relevant medial information from referral sources and non-dental providers shall be reviewed and entered into the Members' medical records. The Contractor's medical record must comply and adhere to all federal and state confidentiality laws related to protected health information.

2) Delegate maintenance of the centralized dental record to the Member's PCD, provided, however, that the record shall be made available upon request and reasonable notice, to the Department at a centralized location. The medical record shall meet the Department medical record requirements as defined by the Department in its regulations;

3) Simultaneously maintain in a computerized database, in addition to the medical record, a record of all contacts between the Contractor and each Member and shall provide the Department such information at its request;

4) Share information and provide copies of dental records pertaining to a Member to the CT BHP ASO, NEMT - AS or Medical ASO upon request and in accordance with HIPAA regulations and other applicable laws regarding privacy and confidentiality.

u. Privacy and Security Standards

1) Compliance with State and Federal Law

a) The Department is required by state and federal law to protect the privacy and security of all applicant and client information, including, but not limited to, protected health information, as defined in 45 C.F.R. § 160.103.

(a) The Department is a "covered entity," as defined in 45 C.F.R. § 160.103, which means that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), more specifically with the requirements of the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Pub. L. 111-5 sections 13400 to 13423, inclusive. The Contractor must comply with all terms and conditions in the business associate section of the Contract.

(b) The Contractor is a "business associate" of the Department, as defined in 45 C.F.R. § 160.103. The Contractor shall be required to comply with all applicable state and federal laws concerning privacy and security of all applicant and client information that is provided to the Contractor by the Department or acquired by the Contractor in performance of the contract. This includes all applicant and client information, whether maintained or transmitted verbally, in writing, by recording, by magnetic tape, electronically or otherwise.

(c) Compliance with privacy and security laws includes, but is not limited to, compliance with the HIPAA Privacy and Security Rules, the HITECH Act and all other applicable federal and state statutes, regulations and policies that apply to the Department. The Department also requires the Contractor to continually update and improve its privacy and security measures as applicant and client data become more vulnerable to external technological developments.

(d) The Contractor shall store and maintain information and records concerning applicants and clients in accordance with state and federal laws, policies and record retention schedules.

2) Staff Designation

a) The Contractor shall designate a Security Officer and a Privacy Officer, who shall be responsible for implementation and monitoring of compliance with privacy and security policies and procedures and for reporting any improper disclosures or security or privacy breaches.

b) The Department shall review and approve the names and qualifications of all Contractor staff that will have access to the Department's data warehouse, on either a routine, periodic, or ad hoc basis.

c) The Contractor shall submit its Security and Privacy Policies and Procedures that comply with state and federal laws concerning the use, disclosure, and security of applicant and client data in order to maintain the security and privacy of applicant and client information to the Department on an annual basis for review and approval. Policies and procedures shall be stored on the Contractor's secure portal for DSS staff.

d) The Department shall provide the Contractor with its privacy and security policies on an annual basis.

e) The Contractor shall notify the Department of updates to the Security and Privacy Policies and Procedures as they occur to comply with federal and state laws or as requested by the Department. The Contractor shall submit any changes to the Security and Privacy Policies and Procedures to the Department for review and approval.

   i) The Department will review and approve said policies within thirty (30) calendar days of receipt of the Contractor's updated policy.

f) The Contractor's Security and Privacy Policies and Procedures shall be consistent with all applicable state and federal laws that pertain to the Department and shall address, at a minimum, the following topics:

   i) Preventing privacy and security breaches by:

      (1) Implementing steps to prevent the improper use or disclosure of information about clients;

      (2) Training all employees, directors, and officers concerning applicable state and federal privacy and security laws;

         (a) The Contractors' employees who have access to PHI shall take a security training and an annual HIPAA refresher training that addresses the HIPAA Privacy and Security Rules and breach notification requirements

         (b) The Contractor shall provide a copy of said training materials to the Department's Office of Legal Counsel, Regulations and Administrative Hearings.

      (3) Requiring that each employee, or any other person to whom the Contractor grants access to applicant and client information under the Contract, sign a statement indicating that he or she is informed of, understands, and will abide by, all state and federal statutes, regulations and policies concerning confidentiality, privacy and security;

      (4) Limiting access to applicant and client information held in its possession to those individuals who need such information for the performance of their job functions and ensuring that those individuals have access to only such information that is the minimum necessary for performance of their job functions;

      (5) Implementing steps to ensure the physical safety of data under its control by using appropriate devices and methods, including, but not limited to, alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of data;

      (6) Implementing security provisions to prevent unauthorized changes to applicant and client eligibility files;

      (7) Implementing steps to prevent unauthorized use of passwords, access logs, badges or other methods designed to prevent loss of, or unauthorized access to, electronically or mechanically held data. Methods used shall include, but

are not be limited to, restricting system and/or terminal access at various levels; assigning personal IDs and passwords that are tied to pre-assigned access rights to enter the system; and restricting access to input and output documents, including a "view-only" access and other restrictions designed to protect data;

(8) Complying with all security and use requirements provided by the Department for parties using EMS, AEVS, or any other system, if applicable, including the signing of confidentiality forms by all employees and personnel working for subcontractors who have access to client eligibility data;

(9) Complying with the requirement of the HIPAA privacy and security regulations that apply to the Department's business associates, including, but not limited to, returning or destroying all client information created or received by the Contractor on behalf of the Department, as directed by the Department;

(10) Monitoring privacy and security practices to determine whether improper disclosures or breaches are likely to or have occurred; and

(11) Developing systems for managing what happens in the event of a breach of unsecured protected health information, as defined in 45 C.F.R. § 164.402 ("breach"), including, but not limited to:

(a) Reviewing all improper disclosures and breaches in privacy and security that have been reported to Contractor's Privacy or Security officer by Contractor's staff;

(b) Implementing a system of sanctions for any employee, subcontractor, officer, or director who violates the privacy and security laws or policies;

(c) Developing a system to ensure that corrective action occurs and mechanisms are established to avoid the reoccurrence of an improper disclosure or breach; and

(d) Establishing practices to recover data that has been released without authorization.

3) Security and Privacy Policies and Procedures

a) The Contractor shall submit its Security and Privacy Policies and Procedures that comply with state and federal laws concerning the use, disclosure, and security of applicant and client data in order to maintain the security and privacy of applicant and client information to the Department on an annual basis for review and approval. Policies and procedures shall be stored on the Contractor's secure portal for DSS staff.

b) The Department shall provide the Contractor with its privacy and security policies on an annual basis.

c) The Contractor shall notify the Department of updates to the Security and Privacy Policies and Procedures as they occur to comply with federal and state laws or as requested by the Department. The Contractor shall submit any changes to the

Security and Privacy Policies and Procedures to the Department for review and approval.

i) The Department will review and approve said policies within thirty (30) calendar days of receipt of the Contractor's updated policy.

d) The Contractor's Security and Privacy Policies and Procedures shall be consistent with all applicable state and federal laws that pertain to the Department and shall address, at a minimum, the following topics:

i) Preventing privacy and security breaches by:

(1) Implementing steps to prevent the improper use or disclosure of information about clients;

(2) Training all employees, directors, and officers concerning applicable state and federal privacy and security laws;

(a) The Contractors' employees who have access to PHI shall take a security training and an annual HIPAA refresher training that addresses the HIPAA Privacy and Security Rules and breach notification requirements

(b) The Contractor shall provide a copy of said training materials to the Department's Office of Legal Counsel, Regulations and Administrative Hearings.

(3) Requiring that each employee, or any other person to whom the Contractor grants access to applicant and client information under the Contract, sign a statement indicating that he or she is informed of, understands, and will abide by, all state and federal statutes, regulations and policies concerning confidentiality, privacy and security;

(4) Limiting access to applicant and client information held in its possession to those individuals who need such information for the performance of their job functions and ensuring that those individuals have access to only such information that is the minimum necessary for performance of their job functions;

(5) Implementing steps to ensure the physical safety of data under its control by using appropriate devices and methods, including, but not limited to, alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of data;

(6) Implementing security provisions to prevent unauthorized changes to applicant and client eligibility files;

(7) Implementing steps to prevent unauthorized use of passwords, access logs, badges or other methods designed to prevent loss of, or unauthorized access to, electronically or mechanically held data. Methods used shall include, but are not be limited to, restricting system and/or terminal access at various levels; assigning personal IDs and passwords that are tied to pre-assigned access rights to enter the system; and restricting access to input and output documents, including a "view-only" access and other restrictions designed to protect data;

(8) Complying with all security and use requirements provided by the Department for parties using Department systems, if applicable, including the signing of confidentiality forms by all employees and personnel working for subcontractors who have access to client eligibility data;

(9) Complying with the requirement of the HIPAA privacy and security regulations that apply to the Department's business associates, including, but not limited to, returning or destroying all client information created or received by the Contractor on behalf of the Department, as directed by the Department;

(10) Monitoring privacy and security practices to determine whether improper disclosures or breaches are likely to or have occurred; and

(11) Developing systems for managing what happens in the event of a breach of unsecured protected health information, as defined in 45 C.F.R. § 164.402 ("breach"), including, but not limited to:

(a) Reviewing all improper disclosures and breaches in privacy and security that have been reported to Contractor's Privacy or Security officer by Contractor's staff;

(b) Implementing a system of sanctions for any employee, subcontractor, officer, or director who violates the privacy and security laws or policies;

(c) Developing a system to ensure that corrective action occurs and mechanisms are established to avoid the reoccurrence of an improper disclosure or breach; and

(d) Establishing practices to recover data that has been released without authorization.

4) Security or Privacy Improper Disclosures and Breaches

i) The Contractor shall comply with the terms and conditions of the section of the Contract governing Business Associates under the requirements of HIPAA, including but not limited to, the Contractor's obligations in the event of a breach.

ii) The Contractor shall notify the Department in writing and without unreasonable delay and in no case no later than thirty (30) days when it has knowledge of and confirms that there has been a breach, as defined in 45 C.F.R. § 164.402.

iii) The Contractor shall provide a risk assessment of the reported breach to the Department no later than thirty (30) days after the breach is discovered.

(a) If the Department determines that there has been a breach the contractor shall provide any notifications deemed necessary by the Department as required by 45 C.F.R. 164.404 and C.F.R 164.406

5) Return or Destruction of Information upon Termination of Contract

a) Consistent with the requirements of the Business Associate section of this Contract, the Contractor shall return and/or destroy all client or applicant information in its possession upon termination of the Contract. This requirement applies to any and all client and applicant information, regardless of the format in which it is retained or the medium on which it is stored.

b) Within forty-five (45) days of the termination of the Contract, the Contractor shall submit to the Department for review and approval: (1) a comprehensive accounting of all client and applicant information in its possession; and (2) a proposed plan for return or destruction of all client and applicant information identified in the accounting. The plan shall specify the particular method of return or destruction for all information. The Department shall review and approve the proposed plan.

c) The Department may modify the Contractor's plan for return and destruction, in its discretion and as necessary to comply with changing technology standards. At minimum, paper, film, or other hard copy media must be shredded, burned, pulped, pulverized or otherwise destroyed such that the information is rendered unreadable, indecipherable or otherwise cannot be reconstructed. Electronic media must be cleared using software or hardware products to overwrite media with non-sensitive data; purged by degaussing or exposing the media to strong magnetic field in order disrupt the recorded magnetic domains; or destroyed by disintegrating, pulverizing, melting, incinerating, or shredding. Merely deleting electronic information is not sufficient.

d) The Contractor shall inform the Department of any information it deems infeasible of return or destruction, stating with specificity the type of information and the reasons why it cannot be returned or destroyed. The Department shall review and provide instructions for the disposition of any such information.

(1) The Contractor shall submit to the Department for review and approval a certificate of return and/or destruction attesting to the disposition of all client and applicant information in its possession no later than sixty (60) days after the termination of the Contract. All terms under the Business Associate section of this Contract shall remain effective until the certificate of return and/or destruction has been received and approved by the Department.

6) Subpoenas and Requests for Information under the Freedom of Information Act

a) The Contractor shall notify the Department, in writing, and consult with the Department, on the same business day if possible but no later than the next business day after receiving:

i) A subpoena that was served on the Contractor related to the Contract; or

ii) A request made pursuant to the state Freedom of Information Act (Conn. Gen. Stat. 1-200, et seq.) received by the Contractor concerning material held by the Contractor related to the Contract.

v. Social Security Administration Data Privacy and Security

1) If the Contractor accesses, uses, discloses, processes, handles, or transmits data provided by the Social Security Administration (SSA), then the Contractor must comply with all the terms and conditions of this subsection of the Contract.

a. The Contractor acknowledges that it has received a copy of the Department's Information Exchange Agreements (IEAs), and related attachments.

b. The Contractor shall abide by all relevant Federal and state laws and restrictions on access, use, and disclosure of SSA-provided data.

c. The Contractor shall abide by the security requirements contained in the Department's IEAs with the SSA.

d. The Contractor acknowledges that use of SSA-provided data not authorized by the Department's IEAs or this Agreement may be subject to both civil and criminal penalties under Federal law.

e. The Contractor shall treat all SSA-provided data as confidential and shall access, use, and disclose SSA-provided data only for purposes authorized in this in the IEAs and this Agreement, and as permitted under Federal and state law.

f. Prior to obtaining access to SSA-provided data, and thereafter at any time requested by the SSA or DSS, the Contractor shall provide DSS with a list of all employees and agents who will require access to the SSA-provided data.

g. Any employee or agent of the Contractor who will use, access, disclose, process, handle, or transmit data provided by the SSA data shall sign the Department's W-1077C Confidentiality and Non-Disclosure Agreement for Contractor Employees prior to obtaining access to any SSA-provided data.

h. Any employee or agent of the Contractor who will use, access, disclose, process, handle, or transmit SSA-provided data shall take initial security awareness training prior to obtaining access to SSA-provided data, and shall take training annually thereafter. The training shall be administered by the Department through a web-based portal. Failure to complete the security awareness training will result in denial or termination of access to the SSA-provided data and related Department systems.

i. The Contractor shall be subject to security compliance reviews, in conformity with SSA standards, at minimum every three years. The Contractor shall comply with Department and SSA requests for documentation related to security compliance.

2) If the Contractor processes, handles, or transmits data provided to DSS by the SSA or has authority to act on DSS's behalf, then the Contractor additionally must comply with all the terms and conditions of this subsection of the Contract:

a. The Contractor agrees to follow the terms of the Department's IEAs with SSA.

b. The Contractor agrees that the Department or the SSA may perform onsite reviews to ensure compliance with the following SSA requirements:

c. Safeguards of sensitive information;

d. Computer system safeguards;

e. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and disclosure of SSA-provided information, and;

f. Continuous monitoring of the Contractor's or agent's network infrastructures and assets.

x. Clinical Data and Other Reporting

The Contractor Shall:

1) Receive, transform, load and store all operational data in an information system that is compliant with Export Transport and Load (ETL) standards;
2) Create a database with data elements from different functions or processes with report programming flexibility to easily retrieve, sort and summarize, at a minimum, the following:
    a) Unique Client Identifier,
    b) Birthdate,
    c) Gender,
    d) Program (HUSKY A, B, C and D and special population identifier if any),
    e) Ethnicity/Race,
    f) Provider type/specialty,
    g) Procedure type (Diagnostic, Restorative, Endodontic, etc.),
    h) Procedure code/revenue code,
    i) Procedure fee and reimbursement,
    j) Federal/State Fiscal Year and Calendar Year,
    k) Date of service, and
    l) Geographic data:
        i. Member's town of residence; and
        ii. Provider service location
3) Securely submit all reports requested in accordance with the agreed-upon due dates and, where applicable, in the prescribed format and medium (i.e. electronic and/or hardcopy);
4) Advise the Department within one (1) business day when the Contractor identifies an error and resubmit the corrected report within five (5) business days of becoming aware of an error that impacts a line item within a report period;
5) Identify a key person who will coordinate report production and submission to the Department, and correction of errors associated with the reports;
6) Consult with the Department through a workgroup comprised of Department and Contractor representatives that meets on a periodic basis, or a similar process, on the necessary data, methods of collecting the data and the format and media for new reports or changes to existing reports;
7) Submit reports on a schedule to be determined by the Department, but no more frequently than quarterly. Before the beginning of each calendar year, the Department will provide the Contractor with a schedule of utilization reports that shall be due that calendar year if any changes are made to the established reporting requirements;

8) Work with the Department to produce ad hoc reports in a reasonable time frame, as necessitated by circumstance;

9) Provide the Department access to all data including detailed and summary information;

10) Utilize measure standard (including HEDIS standards) identified by the Department; and

11) Maintain a log and report of complaints from Members that the Contractor resolved informally. The Contractor shall make the log available to the Department upon request. The Contractor shall include in the log a short dated summary of the problem, the response and the resolution.

y. Utilization Management (UM)

i. Introduction

Utilization Management (UM) is a set of Contractor processes which seeks to assure that eligible members receive the most appropriate, least restrictive and most cost-effective treatment to meet their identified oral health needs. Utilization Management as used in this contract includes practices such as notification, prior authorization, concurrent review, retroactive medical necessity review and retrospective utilization review

All authorization decisions must conform to the Department's definitions of medical necessity and appropriateness.

Retroactive medical necessity review may include provider chart reviews to ensure that documentation supports the medical necessity of services and treatments rendered and that the documentation is consistent with the provider's claims. These chart reviews may be random or targeted based on information available secondary to the utilization management process.

ii. The Department Shall:

1) Review and approve the Contractor's specific UM policies and procedures;

2) Review and approve the Contractor's methodology for identifying cases for retrospective chart review; and

3) Review and approve the Contractor's program plan to monitor provider performance to ensure unnecessary procedures or up-coding practices are not being performed/billed.

iii. The Contractor shall design and conduct cost efficient and quality based UM processes that:

1) Are minimally burdensome to the CMAP dental provider;

2) Effectively monitor and manage the treatment services to Members and the CMAP performing provider performance and quality of care provided;

3) Utilize state of the art technologies, which must include automated telephone system, mobile and web - based applications for notification, a system for prior authorization and post procedure review of services. (Telephone applications are further described in Part I. C.2.l. Call Center Management.);

4) Promote care coordination, case management, provider education and outreach activities and CMAP dental provider support based on the results of utilization management data;

5) Ensure that the services provided to Members are medically necessary and sufficient in amount, duration, and scope and are suitable to reasonably be expected to achieve improved oral health and for the purpose for which the service is provided;

6) Ensure that utilization management/review and coverage decisions concerning dental services for each Member are made on an individualized basis in accordance with the contractual definitions of medical necessity (see Section A, Definitions), as required by 42 CFR 438. The Contractor shall adopt practice guidelines approved by the Department, as part of its quality improvement program. The Contractor shall document and disseminate all the guidelines through a Medicaid Program provider manual and other means to affected providers, Community Partners and upon request, in layman's language (upon request). The Contractor's utilization management decisions shall be consistent with the Department's definition of medical necessity, any and all standard of care and practice guidelines are inconsistent with the definition of medical necessity, the definition of medical necessity shall prevail and is mandatory and binding on all Contractor utilization management decisions;

7) Employ qualified licensed dental providers to perform prior authorization and post-procedure review of dental services. The dental review staff shall consist of general dentists, pediatric dentists and oral surgeons;

8) Review, at least monthly, a random sample of authorizations issued by each dental consultant to monitor the timeliness, completeness and consistency with the CMAP Policy and standards of care; and

9) For the individual professional dental staff found to be performing at less than 95% proficiency in any month shall receive additional training and be more closely monitored by the Dental Director, until they show consistent (i.e. at least two (2) months in a row) proficiency at the 95% or greater level. Three (3) months of consecutive audits at or below 95% proficiency following the remedial training period shall result in the removal of the dental consultant from UM responsibilities for this account. The Contractor shall report the review results to the Department as part of the Quality Management program on a quarterly basis. All results reported to the Department will be reviewed with the Contractor Dental Director.

z. Prior Authorization of Services:

The Contractor Shall:

1) Maintain a Member centered prior authorization request process based on current regulations and adjust this system to accommodate all future regulation changes;

2) Maintain a process to accommodate urgent or emergent prior authorization request;

3) The Contractor shall render decisions regarding the prior authorization request and communicate the decisions to dental providers electronically, via FAX or telephone (in the event an emergency approval is needed) within fifteen (15) business days of receipt

of prior authorization request or sooner if required by the timeframes of state and federal UM licensing regulations to the extent those regulations are applicable in the dental context and/or Medicaid;

4) Conduct retroactive medical necessity reviews resulting in a retroactive authorization or denial of service for Members who are retroactively granted eligibility, when the effective date of eligibility spans the date of service and the service requires authorization. This retroactive medical necessity review would be initiated by a provider to enable payment for services;

5) Review and authorize, as appropriate, requests for services outside of the State when the service is not available in Connecticut or when a member is temporarily out-of-state and requires urgent dental health services, for which treatment cannot wait until the client's return to Connecticut;

6) Conduct monthly reviews of a random sample of authorizations issued by each administrative staff Member to monitor the timeliness, completeness and consistency with UM criteria of the authorizations. Individual staff performing at less than 90% proficiency in any month shall receive additional training and be more closely monitored, until they show consistent (i.e. at least two (2) months in a row) proficiency at the 90% or greater level. Three (3) months of consecutive audits at or below 90% proficiency following the remedial training period shall result in the removal of the staff person from UM responsibilities for this account. The Contractor shall report the review results to the Department as part of the Quality Management program and on a quarterly basis and all results reported to the Department will be reviewed with the PA Claims Manager;

7) Conduct monthly reviews of a random sample of authorizations issued by each dental consultant member to monitor the timeliness, completeness, and consistency with applying standards of care UM criteria and dental regulations of the authorizations. . Consultants performing at more than 95% proficiency for 2 consecutive months may be skipped for review in the month 3, with reviews commencing again in month 4. Individual staff performing at less than 90% proficiency in any month shall receive additional training and be more closely monitored, until they show consistent (i.e. at least two (2) months in a row) proficiency at the 90% or greater level. Three (3) months of consecutive audits at below 90% proficiency following the remedial training period shall result in the removal of the staff person from UM responsibilities for this account. The Contractor shall report the review results to the Department as part of the Quality Management program and on a quarterly basis and all results reported to the Department will be reviewed with the PA Claims Manager;

8) Utilize the Department's MMIS contractor's claims processing system's prior authorization module to report the prior authorization assessment; and

9) Digitize, store and maintain all submitted diagnostic imaging and/or photographs submitted for prior authorization of services provided to HUSKY Health Members.

aa. Provider Reevaluation Process

i. Introduction

The Contractor shall have an internal reevaluation process through which an oral health care provider may submit a request for reevaluation of the Contractor's decision concerning service authorization on behalf of the member. The oral health care provider's request for reevaluation shall not include any appeal rights to the Department or any rights to an administrative hearing. The procedures identified below detail the request for reevaluation processes required under this contract.

ii. The Contractor Shall:

Implement a four--step provider reevaluation process for dental services that does not apply to orthodontic services with the following provisions:

1) First Level of Reevaluation

   a) Upon receipt of the decision from the Contractor, a provider may initiate the reevaluation process by providing a rebuttal with additional information or justification of need. The provider shall initiate the request for reevaluation no later than seven (7) calendar days after receipt of the decision to deny, partially deny, reduce, suspend or terminate an oral health service. The provider may seek the reevaluation by phone by requesting a second review or by supplying additional information in writing via hard copy or electronic format; and

   b) The Contractor shall mail notice of the determination to the provider no later than forty – eight (48) business hours after receipt of information deemed necessary and sufficient to render a determination on the request for reevaluation.

2) Second Level of Reevaluation

   a) The provider may initiate a second level reevaluation if dissatisfied with the first level reevaluation determination. The provider shall submit the second request for reevaluation to the Contractor no later than seven (7) calendar days after the first level reevaluation denial. A review of the additional information will be made by Contractor UM staff who has not performed the initial review; and

   b) The provider shall be sent notice of the determination no later than two (2) business days after receipt of information deemed necessary and sufficient to render a determination on the second reevaluation. The provider may seek a second reevaluation by phone by requesting a second review or in writing supplying additional information. If the requested service is denied, a denial letter is sent to the member.

3) Third level of Reevaluation

a) The provider may initiate a third level reevaluation if dissatisfied with the second level reevaluation determination. The provider shall inform the Contractor no later than seven (7) calendar days after the second level reevaluation denial. The provider shall be sent notice of the determination no later than two (2) business days after receipt of information deemed necessary and sufficient to render a reevaluation by the Department; and

b) The third level reevaluation may be requested by phone or in hard copy or electronic writing if additional information is supplied.

4) Fourth Level Reevaluation to the University of Connecticut School of Dental Medicine

a) The provider may initiate a fourth level reevaluation if dissatisfied with the third level reevaluation determination. The provider shall inform the Contractor no later than seven (7) calendar days after the Department has made a denial. The request for the fourth level reevaluation by the provider may be by phone or in hard copy or electronic writing with additional documentation provided. The provider shall be sent notice of the determination no later than two (2) business days after receipt of information deemed necessary and sufficient to render a determination on the reevaluation reviewed by the University Of Connecticut School Of Dental Medicine Faculty.

5) Final Level Reevaluation (Connecticut State Dental Association (CSDA))

a. The provider may initiate a final level reevaluation if dissatisfied with the first four levels of review and denials. A process has been established by the Connecticut State Dental Association (CSDA) in conjunction with the Department. The request by the provider for the final level of appeal may be by phone or in writing with additional documentation provided. The Contractor shall notify the Department of the final request for review no later than two (2) business days after receipt. The Department will assemble the information with assistance from the Contractor and send the information to the CSDA for review and determination. There are no further reevaluation shall be afforded beyond review by the CSDA. [Department's Medical Services Policy Manual §§ 184.G.I and 171.3.G.I].

bb. Fraud and Abuse

The Contractor shall:

1) Not knowingly take any action or fail to take action that could result in an unauthorized benefit to the Contractor, its employees, or its subcontractors or to a Member;

2) Commit to exert its reasonable efforts in preventing, detecting, investigating, and reporting potential fraud and abuse occurrences and shall assist the Department, state agencies charged with protecting interests of the state and/or health and well-being of

Members and the Department of Health and Human Services (HHS) in preventing and prosecuting fraud and abuse in the Medicaid and CHIP programs;

3) Acknowledge that the HHS, Office of the Inspector General (OIG) has the authority to impose civil monetary penalties on individuals and entities that submit false and fraudulent claims to the Department;

4) Acknowledge that the State of Connecticut Office of the Attorney General has the authority to impose civil monetary penalties on individuals and entities who submit false and fraudulent claims to the Department;

5) Acknowledge that the Connecticut Office of the Chief's State Attorney has the authority to impose civil monetary penalties and prosecute individuals and entities who submit false and fraudulent claims to the Department;

6) Immediately notify the Department when it detects a situation of potential fraud or abuse, including, but not limited to, the following:

   a) False statements, misrepresentation, concealment, failure to disclose, and conversion of benefits;

   b) Any giving or seeking of kickbacks, rebates, or similar remuneration to marketers seeking to recruit Members to a practice or to any HUSKY Health Members directly;

   c) Charging or receiving reimbursement in excess of the CMAP reimbursement rate or through balance billing of dental services by upcoming from the covered services on the CMAP dental fee schedule;

   d) False statements or misrepresentation made by a provider, subcontractor, or Member to qualify for HUSKY Health covered benefits; and

   e) Fails an office inspection for health and safety standards.

7) Upon receipt of written notification from the Department, cease any conduct that the Department deems to be abusive of HUSKY A, HUSKY B, HUSKY C or HUSKY D program and/or its Members and take any corrective actions requested by the Department;

8) Attest to the truthfulness, accuracy, and completeness of all data submitted to the Department, based on the Contractor's best knowledge, information, and belief. This data certification requirement includes claims data and applies to the ASO Contractor's subcontractors;

9) Establish and maintain administrative and management procedures and a mandatory compliance plan to guard against fraud and abuse. The Contractor's compliance plan shall include but not necessarily be limited to, the following efforts:

   a) Designating a compliance officer and a compliance committee, responsible to senior management;

   b) Establishing written policies, procedures and standards that demonstrate compliance with all applicable federal and state fraud and abuse requirements. These include but are not limited to the following:

i. Regs. Conn. State Agencies § 17b-262-770 through 773, which relate to federal and state requirements regarding false claims and whistleblower protections; and

ii. Sections 1128, 1156, and 1902(a) (68) of the federal Social Security Act.

c) Establishing effective lines of communication between the compliance officer and ASO Contractor employees, subcontractors, and providers;

d) Conducting regular reviews and audits of operations to guard against, fraud and abuse;

e) Assessing and strengthening internal controls to ensure prior authorization claims are submitted and payments are made properly;

f) Effectively training and educating employees, CMAP dental providers, and subcontractors regarding fraud and abuse and how to report claims;

g) Effectively organizing resources to respond to complaints of fraud and abuse;

h) Establishing procedures to investigate and report fraud and abuse complaints; and

i) Establishing procedures for prompt responses to potential offenses and reporting information to the Department.

10) Examine publicly available data, including but not limited to the National Provider Data Bank ("NPDB") the State of Connecticut's Department of Public Health Licensure Actions, OIG's List of Excluded Individuals/ Entities ("LEIE") database to determine whether any potential or current employees, providers, or subcontractors have been suspended or excluded or terminated from the Medicare, Medicaid, or other federal health care program. For reference, the LEIE database is available online at http:// www.oig.hhs.gov The Contractor shall comply with, and give effect to, any such suspension, exclusion, or termination in accordance with the requirements of state and federal law;

11) Provide, to the Department, full and complete information on the identity of each person or corporation with an ownership or controlling interest, five percent (5%) or more, in the ASO plans, or any subcontractor in which the Contractor has a five percent (5%) or more ownership interest;

12) Immediately provide, to the Department, full and complete information when it becomes aware of any employee or subcontractor who has been convicted of a civil or criminal offense related to that person's involvement under Medicare, Medicaid, or any other federal or state assistance program prior to entering into or renewing this contract;

13) Not knowingly have a relationship with an individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulations or from participating in non-procurement activities under federal regulations or guidelines implementing Executive Order 12549;

14) Immediately provide full and complete information when it becomes aware of any employee or subcontractor who has been convicted of a civil or criminal offense prior to entering into or renewing this contract; and

15) Establish and maintain claims analysis capabilities to identify potential fraudulent billing practices by CTDHP providers.

Sanction: The Department may impose a sanction, up to and including a Class B sanction for the failure to comply with any provision of this section, or take any other action set forth in Part I, Section C.6. Corrective Action and Contract Termination, of this contract, including terminating or refusing to renew this contract or any other Sanction or remedy allowed by federal or state law.

cc. Member Charges for Non-Covered Services

The Contractor shall:

1) Allow a CTDHP provider to charge a Member for services, goods or items that are not covered under the HUSKY A, C, or D programs or the HUSKY B program only if the Member: A. Knowingly elects to receive the services, goods or items; and B. Knowingly enters into an agreement in writing to pay for such services, goods or items prior to receiving them. Contractor shall maintain on the CTDHP website samples of forms (in both English and Spanish) that CTDHP providers may view and contain language regarding the information and language needed for a Member to accept responsibility for any non-covered services elected by the Member;
2) Educate provider offices regarding the policy and regulations for charging for services, goods, or items not covered under HUSKY Health. For purposes of this section, services not covered under this contract include the following:
   a) Services not covered under the Medicaid or CHIP State Plan;
   b) Services that are provided in the absence of appropriate authorization; and
   c) Services that exceed the annual benefit maximum and are not deemed medically necessary.
3) The Contractor shall educate and inform providers that they cannot treat an enrolled HUSKY Health Member who elects to pay for their dental care which includes covered services out-of-pocket.

dd. Limited Coverage of Some Benefits (HUSKY B)

Some program services are covered only up to a specified dollar or quantity limit.

1) The Contractor shall educate providers about the limitations on cost-sharing and the requirement that the Member not be charged the amount of the covered allowance for the limited covered services under the HUSKY B program. The Contractor also shall educate Members to comply with the applicable cost-sharing requirements of the HUSKY B program.
2) The Member is responsible for paying any remaining balance beyond the covered allowance consistent with this section.

ee. Pay-for-Performance (P4P)

The Department and the Contractor will work together to establish appropriate P4P performance measures and payment policy.

The Department will calculate the P4P performance measures and will be responsible for funding and making incentive payments to providers.

The Contractor shall:

1) Cooperate and participate in a provider P4P incentive program. The goal of P4P is to enhance access to dental care services by Medicaid and HUSKY B Members and improve program quality and efficiency of the service delivery system through provider practice improvements.
2) Designate a representative to the Department's Pay-for-Performance Core Advisory Team;
3) Participate in the establishment of incentive structures, performance indicators, goals and measures; and
4) Encourage participation in P4P by Connecticut Medicaid enrolled Dental providers.

ff. Financial Records and Reports

The Contractor shall:

1) Maintain for the purpose of this contract, an accounting system that conforms to generally accepted accounting principles (GAAP);
2) Provide all reports in formats developed by the Department to allow for proper oversight of fiscal issues related to the utilization of services for the HUSKY Health Program. This report has been provided as Attachment C. Connecticut Dental Health Partnership Reporting Grid of this Contract; and
3) Provide all reports in formats developed in conjunction with the Department to allow for proper monitoring and oversight of programmatic and fiscal issues related to the HUSKY Health Program on a bi-annual basis to be submitted each April and October for the duration of this contract. The biannual reporting requirements are outlined in Attachment C. Connecticut Dental Health Partnership Reporting Grid of this contract.

3. PROVISIONS APPLICABLE TO HUSKY A, C & D AND HUSKY B MEMBERS

a. Specialized Outpatient Services for Children under DCF Care and Out-of-State Residential Treatment – (HUSKY A, C, & D)

The Contractor shall be responsible for identifying appropriate dental providers to serve children placed by DCF in out-of-state residential treatment facilities. The Contractor shall collaborate with DCF staff to identify facilities and/or appropriate potential provider.

b. Persons with Special Health Care Needs

1) The Department will provide the Contractor information that identifies Members who are:
    a) Eligible for Supplemental Security Income;
    b) Over sixty-five (65) years of age;
    c) Children receiving foster care or otherwise in an out-of-home placement or receiving Title IV E foster care or adoption services;
    d) Children enrolled in Title V's Children & Youth with Special Health Care Needs program; and
    e) Members who have special healthcare requirements such as organ transplantation or undergoing treatment for cancer (chemotherapy, immune therapy and radiation therapy).
2) The Contractor shall have a mechanism in place to assist HUSKY A Members with special health care needs to locate and access a specialist appropriate for the Member's condition and identified dental/oral needs.

c. Grievances (HUSKY Health Members)

The Contractor shall:

1) Implement and maintain procedures to address grievances for HUSKY HEALTH Members. For purposes of this Section c. Grievances (HUSKY Health Members), grievances constitute any expressions of dissatisfaction by a Member, or a CTDHP provider acting on behalf of a Member about any matter that does not constitute an Action, as defined in Part I.A.2., and for which the Contractor has not issued a Notice of Action in accordance with Section C.3.d.
2) Maintain adequate records to document the filing of a grievance, the actions taken, the Contractor personnel involved and the resolution. The Contractor shall report grievances in a mutually agreed upon format.
3) When a Member, or a CTDHP provider acting on a Member's behalf, files a grievance either orally or in writing, acknowledge the receipt of each grievance and provide reasonable assistance with the process, including but not limited to providing oral interpreter services and toll free numbers with TTY/TTD and interpreter capability.

4) If the grievance involves a denial of the treatment of a clinical condition that requires an expedited review, review of the grievance within one business day by a health care professional with appropriate clinical expertise.

5) Review and resolve the grievance as expeditiously as possible, especially when delay could jeopardize the life, well-being or health of the Member. The Contractor shall resolve the grievance orally within three (3) days of receipt of the grievance. If applicable, each grievance shall be handled by an individual who was not involved in any previous level of the decision-making process. Each grievance shall be disposed of in ninety (90) days or less. Any grievances composed of a serious nature where mental, physical or emotional harm could result to the Member will be reported immediately to the Department's Program Manager.

6) For all grievances made directly to the Contractor or forwarded by other entities every sixty (60) days, the Contractor shall provide a summary to the Department of all grievances and whether or not the grievance was resolved.

d. Notices of Action and Continuation of Benefits (Medicaid and HUSKY A, C & D MEMBERS)

1) The Contractor shall issue Notices of Action (NOA) specific to each type of action listed in subparagraphs a-c. All NOAs that deny a dental service based on lack of medical necessity shall be consistent with the requirements of Connecticut General Statues Section 17b-259b concerning the definition of "medical necessity" and the application of the definition. For purposes of this requirement, an "Action" includes:

   a) The denial or limited authorization of a requested service, including the type or level of service;

   b) The reduction, suspension or termination of a previously authorized service; and

   c) The denial, in whole or in part, of payment for a service.

2) The NOA requirements shall apply to all denials of dental services.

3) The Contractor shall issue NOAs for any denial of oral health utilization review decisions. If the Contractor issues an NOA related to a request for services and the issue was requested by a Medicaid enrolled oral health provider, the Contractor shall send the NOA to the Member and the oral health provider.

4) The Contractor shall issue an NOA if the denial of payment for services already rendered may or will result in the Member being held financially responsible including, but not limited to:

   a) The provision of emergency services for a condition that is not considered an emergency as defined in Part 1.A.45;

   b) The provision of services outside of the United States; and

   c) The provision of non-covered services with the Member's written consent as described in Part I, Section C.2.aa. Member Charges for Non-Contract Services.

5) The Contractor is not required to issue an NOA for the denial of payment for contract services that have already been provided to the Member if the denial is based on a

procedural or technical issue, and the Member will not be held financially liable for the services including, but not limited to:

a) A provider's failure to comply with prior authorization rules for services that the Member has already received; or

b) Incorrect coding or late filing by a provider for services that the Member has already received.

In these circumstances, coverage of the service is not at issue and the Member may not be held financially liable for the services.

Nothing herein shall relieve the Contractor from its responsibility to advise CTDHP providers that they must hold a Member harmless for the cost of contract services.

6) The Contractor shall issue an NOA if the Contractor approves a good or service that is not the same type, amount, duration, frequency or intensity as that requested by the provider, consistent with current Department policy.

7) The Contractor shall provide an NOA in accordance with Part I, Section C.2.j. Linguistic and Americans with Disabilities (ADA) Access, and Section C.2. k. Services for Members.

8) For any Member who is under the care of DCF, the Contractor shall send the NOA to the Member's foster parents and the DCF contact person specified by the Department**.**

9) For any adult Member whose benefit maximum accrual has met or exceeded the maximum amount allowed and the remaining dental services that need to be performed do not meet the definition of medical necessity, the Contractor shall issue an NOA to the member and dental provider.

10) The Contractor shall issue NOAs that clearly state or explain:

a) The Action the Contractor intends to take or has taken;

b) The reason for the Action;

c) The statute, regulation, the Department's Medical Services Policy section, or when there is no appropriate regulation, policy or statute, the contract provision that supports the Action;

d) The address and toll-free number of the Contractor's Member Services Department;

e) The Member's right to challenge the action by requesting an administrative hearing;

f) The procedure for requesting an administrative hearing;

g) That the Member will lose his or her right to an administrative hearing if he or she does not complete and file a written hearing request form with the Department within sixty (60) days from the date the Contractor mailed the initial NOA;

h) That at an administrative hearing, the Member may represent himself or herself or use legal counsel, a relative, a friend, or other spokesperson;

i) That if the Member obtains legal counsel who will represent the Member during the appeal or administrative hearing process, the Member must direct his or her legal counsel to send written notification of the representation to the Contractor and the Department;

j) The Member's right to continuation of previously authorized contract services, provided that the Member files a request for administrative hearing form with the Department on or before the intended effective date of the Contractor's action or within ten (10) calendar days of the date the NOA is mailed to the Member, whichever is later;

k) The circumstances under which expedited resolution is available and how to request expedited resolution; and

l) Any other information specified by the Contractor or the Department.

11) The Contractor shall mail the NOA within the following timeframes:

a) For termination, suspension, or reduction of previously authorized Medicaid contract services, ten (10) days in advance of the effective date;

b) For standard authorization decisions to deny or limit services, as expeditiously as the Member's health condition requires, not to exceed fourteen (14) calendar days following receipt of the request for services;

c) If the Contractor extends the fourteen (14) day time frame for denial or limitation of a service as permitted in this Section as expeditiously as the Member's condition requires and no later than the date the extension expires;

d) For denial of payment where the Member may be held liable, at the time of any action affecting the claim; and

e) If the Member notifies the Contractor about its failure to provide timely access to services or for failure to act within a timely manner on a service authorization request, the Contractor shall send the NOA no later than three (3) business days after the Member contacts the Contractor.

12) The ten (10) day advance notice requirements do not apply to the circumstances described in 42 CFR § 431.213. An NOA need not be sent to the Member ten (10) days in advance of the action, but may be sent no later than the date of action and will be considered an exception to the advance notice requirement, if the action is based on any of the following circumstances:

a) A denial of services;

b) The Contractor has received a clear, written statement signed by the Member that:

i. The Member no longer wishes to receive the goods or services; or

ii. The Member gives information which requires the reduction, suspension, or termination of the goods or services, and the Member indicates that he or she understands that this must be the result of supplying that information; and

c) The Member has been admitted to an institution where he or she is ineligible for the goods or services. In this instance, the Member must be notified on the notice of admission that any goods or services being reduced, suspended, or terminated will be reevaluated for medical necessity upon discharge, and the Member will have the right to appeal any post-discharge decisions.

13) If the circumstances are an exception to the advance notice requirements, the Member does not have the automatic right to continuation of ongoing goods or services. In

these circumstances, however, and in any instance in which the Contractor fails to issue an advance notice when required, the reduced, suspended, or terminated goods and services shall be reinstated if the Member files a written appeal form with the Department within ten (10) days of the date the notice is mailed to the Member.

14) The Contractor is not required to issue an NOA when decisions regarding the treatment of a Member do not constitute an Action by the Contractor. This would include situations in which the Member's oral health practitioner, using his or her professional judgment:

    a) Refuses to prescribe (or prescribes an alternative to) a particular service sought by a Member; and/or

    b) Orders the reduction, suspension, or termination of goods or services.

15) The Contractor shall conduct an expedited review of a HUSKY A, C &/or D Member's request when the Member disagrees with the provider and contacts the Contractor to request authorization for the service according to the timeframe in Part I, Section C.3.f. Expedited Review and Administrative Hearings (HUSKY A, C or D MEMBERS), if the Member disagrees with the action of the provider above and contacts the Contractor to request authorization for the service.

    a) The Contractor shall issue an NOA if the Contractor affirms the provider's action to deny, terminate, reduce or suspend the service.

    b) If the HUSKY A, C or D Member requests an administrative hearing, the Contractor shall continue authorization for the services, to the extent services were previously authorized, unless the Contractor determines that continued provision of the services is not medically necessary or could be harmful to the Member.

    c) The Contractor shall also advise the HUSKY A, C or D Member of his or her right to a second opinion from another provider with equal or greater training. Because only a licensed health care provider, and not the Contractor, may prescribe or provide medical services, the HUSKY A, C or D Member may not be able to receive some or all of the requested contract services while the appeal is pending.

    d) If the Contractor approves the HUSKY A, C or D Member's request for the good or service, the Contractor shall inform the Member of the approval and shall inform the Member of the right to a second opinion.

16) The Department will provide standardized NOA and hearing request forms to be used by the Contractor. The Contractor shall not alter the standard format of either form without prior, written approval of the Department.

17) The Department will conduct random reviews and audits of the Contractor, as appropriate, to ensure that the Contractor sends accurate, complete and timely NOAs to Members.

Sanction: If the Department determines during any audit or monitoring visit to the Contractor that an NOA fails to meet any of the criteria set forth herein, the Department may impose a strike towards a Class A sanction in accordance with Part I, Section C.6.b. Monetary Sanctions.

e. Appeals and Administrative Hearing Processes (HUSKY A, C or D MEMBERS)

The purpose of the Administrative Hearing process is to allow the Member to present his or her case to an impartial hearing officer pursuant to Conn. Gen. Stat. § 17b-60. The Department holds the Administrative Hearings at the Department's central or regional offices.

1) The Contractor must clearly specify in its related materials and website the procedural steps and timeframes for filing an administrative hearing request, including the timeframe for maintaining benefits pending the conclusion of the administrative hearing processes. The related materials and website shall also list the addresses, office hours and toll-free telephone numbers for the Member Services Unit.

2) Consistent with Part I, Section C.2. j. Linguistic and Americans with Disabilities (ADA) Access, and Part I, Section C.2. k. Services for Members, the Contractor shall develop and make available to HUSKY A, C or D Members and potential HUSKY A, C or D Members appropriate alternative language and format versions of all materials, including, but are not limited to, the standard information contained in the NOA and hearing request forms. The Department must approve such materials in writing.

3) The Contractor shall advise any HUSKY A, C or D Member who orally requests a reconsideration of or an administrative hearing from an action by the Contractor, that the Member must file a written request for a hearing with the Department within sixty (60) days of the NOA to receive an administrative hearing. The Contractor shall also advise the Member that the Member must file the hearing request within ten (10) days of the mailing of the NOA or the effective date of the intended action to continue previously authorized services pending the reconsideration by the Contractor and the issuance of a hearing decision. The Contractor and the Department shall treat the filing of a written reconsideration of the action by the Contractor as a simultaneous request for an administrative hearing. The Contractor shall attempt to resolve any pending reconsideration at the earliest point possible. The HUSKY A, C or D Member will automatically proceed to the administrative hearing regardless of whether the Contractor issues a decision on the reconsideration request prior to the hearing, unless the Member withdraws the hearing request.

4) The HUSKY A, C or D Member, the HUSKY A, C or D Member's authorized representative, or the HUSKY A, C or D Member's conservator may file a request for reconsideration on a form approved by the Department. A provider, acting on behalf of the HUSKY A, C or D Member and with the Member's written consent, may also file a request for reconsideration.

5) A provider may not file an administrative hearing request on behalf of a HUSKY A, C or D Member unless the authorized representative requirements in DSS Uniform Policy Manual Section 1525.05 are met. The Contractor shall request a copy of the written consent from the HUSKY A, C or D Member. Administrative hearing requests shall be mailed or faxed to a single address within the Department. The hearing request form shall state both the mailing address and fax number at the Department where the form must be sent. If the Contractor or its subcontractor receives a hearing request directly from a HUSKY A, C or D Member or the HUSKY A, C or D Member's authorized

representative or conservator, the Contractor shall date stamp and fax the appeal to the appropriate fax number at the Department within two (2) business days.

6) Within thirty (30) days of receipt of the Member's request for a hearing, the Department will schedule an administrative hearing and notify the HUSKY A, C or D Member and Contractor of the hearing date and location. If a HUSKY A, C or D Member requests an accommodation, the hearing may be scheduled at the HUSKY A, C or D Member's home if deemed reasonable.

7) The Department will date stamp and forward the hearing request by fax or email to the Contractor within two (2) business days of receipt. The fax or email to the Contractor will include the date the HUSKY A, C or D Member mailed the hearing request to the Department. The postmark on the envelope will be used to determine the date the hearing request was mailed.

8) An individual or individuals with clinical subject matter training and expertise having final decision-making authority shall conduct the Contractor's review of the matter for which a Member has requested reconsideration and/or an administrative hearing. Any hearing request stemming from an action based on a determination of medical necessity or involving any other clinical issues shall be decided by one or more clinicians who were not involved in making that medical determination. All the documentation of the review conducted by the clinicians shall be signed and entered into the hearing summary.

9) The Contractor shall render a decision on its review of the matter for which a hearing has been requested on the basis of the written documentation available unless the HUSKY A, C or D Member requests an opportunity to meet with the individual or individuals making that determination on behalf of the Contractor and/or requests the opportunity to submit additional documentation or other written material. The HUSKY A, C or D Member shall have a right to review his or her records, including medical records and any other documents or records considered during the administrative hearing process. The HUSKY A, C or D Member's right to access medical records shall be consistent with HIPAA privacy regulations and any applicable state or federal law.

10) If the HUSKY A, C or D Member wishes to meet with the Contractor's decision maker, the meeting can be held via the telephone or at a location accessible to the HUSKY A, C or D Member, including the HUSKY A, C or D Member's home if requested by a disabled HUSKY A, C or D Member or any of the Department's office locations through video conferencing, subject to approval of the Department's Regional Offices. The Contractor shall invite a representative of the Department to attend any such meeting.

11) The Contractor shall mail its written decision regarding its review of an action for which an administrative has been requested, to the HUSKY A, C or D Member with a copy to the Department, by the date of the Department's administrative hearing, but no later than thirty (30) days from the date on which the Member's hearing request was received by the Department. The matter will proceed to an administrative hearing unless the Contractor renders a decision that is favorable to the member and the member contacts the Department to withdraw its hearing request.

12) The Contractor's written decision on the reconsideration of an action shall include:

    a) The HUSKY A, C or D Member's name and address;

b) The provider's name and address;

c) The Contractor name and address;

d) A complete description of the information or documents reviewed by the Contractor;

e) A complete statement of the Contractor's findings and conclusions, including the section number and text of any contractual provision or Departmental policy provision that is relevant to the appeal decision; and

f) A clear statement of the Contractor's decision with respect to upholding or overturning the action for which a hearing was requested.

13) The Contractor shall remind the HUSKY A, C or D Member with its written decision, that:

a) The Department has already reserved a time to hold an administrative hearing concerning the Contractor's action;

b) The HUSKY A, C or D Member has the right to automatically proceed to the administrative hearing, and that the Contractor shall continue previously authorized services pending the administrative hearing decision, provided the HUSKY A, C or D Member filed a hearing request within ten (10) days of the date of the NOA;

c) If the hearing request pertains to the suspension, reduction, or termination of services which has been maintained during the appeals process, and the Contractor's decision affirms the suspension, reduction, or termination of services, those services will be suspended, reduced, or terminated in accordance with the Contractor's decision following the reconsideration of its action, unless the HUSKY A, C or D Member proceeds to an administrative hearing;

d) If the HUSKY A, C or D Member wishes to withdraw the request for an administrative hearing, he or she may contact the Department's Office of Legal Counsel, Regulations, and Administrative Hearings; and

e) If the HUSKY A, C or D Member fails to appear at the administrative hearing and does not have a valid reason for his or her absence, the HUSKY A, C or D Member's reserved hearing time will be cancelled and any disputed services that were maintained will be suspended, reduced, or terminated in accordance with the Contractor's decision following reconsideration unless the Member contacts the Department to reschedule the hearing.

14) If the HUSKY A, C or D Member proceeds to an administrative hearing, the Contractor shall make its entire file concerning the HUSKY A C or D Member including any materials considered in making its decision, available to the Department. The parties to an administrative hearing shall include the Contractor, dental consultants and the Member or representatives of a deceased Members estate.

15) The individual who issued the Contractor's final decision shall prepare and/or approve the hearing summary for the administrative hearing, subject to approval by the Department prior to the hearing. The Contractor shall present proof of all facts supporting its initial action. The Contractor shall submit a draft hearing summary seven (7) business days prior to the scheduled hearing date and a final, signed hearing summary to the Department and the HUSKY A, C or D Member no later than five (5)

business days prior to the scheduled hearing date. The hearing summary shall include reference to Department statutes, regulations and/or policies that support the Contractor's decision.

16) If the HUSKY A, C, or D Member is represented by legal counsel at the hearing and has not notified either the Department or the Contractor of the representation, the Contractor may request a continuance of the hearing or may ask the hearing officer to hold the hearing record open for additional evidence or submissions. The hearing officer at his or her discretion will grant a continuance or hold the record open.

17) If the Department's Office of Legal Counsel, Regulations, and Administrative Hearings is advised in writing that the HUSKY A, C or D Member does not intend to proceed to an administrative hearing, the Department will fax such notice to the Contractor and the Department liaison.

18) The Contractor's representatives attending the administrative hearings should be the individual who issued the Contractor's final decision and another individual with appropriate dental training.

19) The Contractor shall designate one primary and one back-up contact person for its administrative hearing process.

20) If the Department's hearing officer reverses the Contractor's decision to deny, limit or delay services that were not furnished, the Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the Member's health condition requires.

f. Expedited Review and Administrative Hearings (HUSKY A, C or D MEMBERS)

1) The Contractor shall provide for expedited review of its actions upon request by a HUSKY A, C or D Member under the circumstances described in paragraph 3 below. If the Member submits a request for an expedited review of an action by the Contractor to the Department, it will be forwarded by fax to the Contractor within one business day of receipt by the Department. The fax will include the date the HUSKY A, C or D Member mailed the request. The postmark on the envelope will be used to determine the date the request was mailed. If the Contractor receives an oral request for expedited review of an action, the Contractor shall notify the DSS liaison by fax or telephone within one business day of the oral request.

2) The Contractor shall determine, within one business day of receiving a request for an expedited review, whether to expedite the review or whether to perform it according to the standard timeframes. If the HUSKY A, C or D Member's provider indicates or the Contractor determines that the review meets the criteria for expedited review, the Contractor shall notify the Department immediately that the Contractor will be conducting the review on an expedited basis.

3) The Contractor shall perform an expedited review when the standard timeframes for reviewing an action could seriously jeopardize the life or health of the Member or the Member's ability to attain, maintain or regain maximum function. The Contractor shall expedite its review in all cases in which the HUSKY A, C or D Member's provider indicates, in making the request for expedited review on behalf of the Member or supporting the Member's request, that taking the time for a standard review could

seriously jeopardize the Member's life or health or ability to attain, maintain, or regain maximum function or if the Department requests the Contractor to conduct an expedited review because the Department believes a specific case meets the criteria for expedited review.

4) If the Contractor denies a request for expedited review, the Contractor shall perform the review within the standard timeframe and make reasonable efforts to give the HUSKY A, C or D Member prompt oral notice of the denial of the request for an expedited review and follow up within two (2) calendar days with a written notice.

5) The Contractor shall perform an expedited review and issue a decision within a timeframe appropriate to the condition or situation of the Member, but no more than three (3) business days from the Member's oral or written request.

6) The Contractor may extend the timeframe for completing the expedited review by up to fourteen (14) days if:

   a) The HUSKY A, C or D Member requests the extension; or

   b) The Contractor can demonstrate that the extension is in the Member's interest because additional information is needed to make a decision and if the timeframe is not extended, the Contractor will uphold the original action. The Department may request this documentation from the Contractor.

7) The Contractor shall ensure that no punitive action is taken against a provider who requests an expedited review or supports a Member's request for review of the action.

8) The Contractor shall issue a written decision for expedited review. The written notice of the resolution shall meet the requirements of Part I, Section C.3.e Reconsideration and Administrative Hearing Processes (HUSKY A, C, or D Members). The Contractor shall also make reasonable efforts to provide the HUSKY A, C or D Member oral notice of an expedited review decision.

9) The Department also provides expedited administrative hearings for HUSKY A, C or D Members, when it is required by the Member's condition as determined by the Contractor. The Department will issue a hearing decision as expeditiously as the Member's health condition requires, but no later than three (3) business days after the Department receives from the Contractor, the administrative case file and information for any request that meets the requirements for an expedited hearing. A HUSKY A, C or D Member is entitled to an expedited hearing for the denial of a service if the denial met the criteria for expedited review but was not resolved within the expedited review timeframe or was resolved within the expedited appeals timeframe, but the Contractor's decision was wholly or partially adverse to the HUSKY A, C or D Member.

   Sanction: If the Contractor fails to provide expedited reviews in appropriate circumstances, the Department may impose a Class B sanction pursuant to Part I, Section C.6.b. Monetary Sanctions.

4. PROVISIONS APPLICABLE TO HUSKY B MEMBERS

a. Internal Appeal Process

1) HUSKY B Members shall have the opportunity to request an internal appeal of a decision made by the Contractor regarding any actions. The internal appeal process shall be available for resolution of disputes between the Contractor and HUSKY B Members concerning any denials.

2) The Contractor shall permit the HUSKY B Member or the Member's authorized representative to file appeals through the Contractor's internal appeals process within sixty (60) days of the date that the Contractor mailed the denial notice.

3) The Contractor shall date stamp the appeal request to indicate the date on which the Contractor received the request. The Contractor shall use the postmark date on the original denial notice envelope determine whether the HUSKY B Member, the Member's authorized representative or the Member's conservator filed a timely appeal.

4) The Contractor shall have a timely and organized internal appeal process for receiving and acting upon request for review. The Contractor shall develop written policies and procedures for each component of its internal appeals process. The Contractor's policies and procedures shall include the elements specified in this contract and must be prior approved by the Department in writing. The Contractor shall obtain written approval of the policies and procedures from the Department; documents under review by/pending approval from the Department shall not satisfy the requirements herein.

5) If the standard timeframe for an internal appeal could jeopardize the life or health of the Member of the Member's ability to regain maximum functioning, then the Contractor shall follow the procedure described in Part I, Section C. 4. c. Expedited Review FOR HUSKY B MEMBERS. Additionally, if the internal appeal contains a request for expedited review, then the Contractor shall follow the procedure described in Part I, Section C.4. c. Expedited Review FOR HUSKY B MEMBERS.

6) The Contractor's internal appeals process may consist of more than one level of internal review. An individual or individuals having final decision-making authority shall conduct the final level of the Contractor's review. One or more dentists who were not involved in the denial determination shall decide any appeal arising from a denial based on a determination of medical necessity.

7) The HUSKY B Member may request an opportunity to meet with the individual or individuals conducting the internal appeal on behalf of the Contractor and/or may request an opportunity to submit additional written documentation or other written material. If the HUSKY B Member wishes to meet with the decision maker, the

Contractor shall hold the meeting via telephone or at a location accessible to the Member, whichever the Member prefers.

8) The Contractor shall inform the HUSKY B Member that the Contractor's review may be based solely on information available to the Contractor and its providers, unless the Member requests a meeting or the opportunity to submit additional information.

9) In the absence of a request from the Member to meet, the Contractor shall decide an appeal on the basis of written documentation available to the Contractor at the time of the request.

10) The Contractor shall maintain a record-keeping system for each level of its internal appeal process, which shall include a copy of the HUSKY B Member's request for review and the response and the resolution. The Contractor shall make these materials available to the Department upon request.

11) The Contractor shall provide information to HUSKY B Members concerning its internal appeals process and the process for filing an external appeal with the Department. In its related materials, its website and in written decision notices required in Part I, Section C.4.b. Written Decision for Appeals for HUSKY B MEMBERS, the Contractor shall clearly specify the procedural steps and timeframes for each level of its internal appeals process and for filing an external appeal with the Department. The Contractor shall provide information on its internal appeals process and on the external DSS appeal process to providers, as it relates to HUSKY B Members.

12) Consistent with Part I, Section C.2. j. Linguistic and Americans with Disabilities (ADA) Access, and Part I, Section C.2. k. Services for Members, the Contractor shall develop and make available to HUSKY B Members appropriate alternative language versions of appeals materials. These materials include but are not limited to, the standard information contained in the denial notices. The Department must prior-approve such materials in writing.

13) The Contractor shall designate one primary and one back-up contact person for its internal appeal process.

5. PROVISIONS APPLICABLE TO HUSKY B MEMBERS

b. Internal Appeal Process

1) HUSKY B Members shall have the opportunity to request an internal appeal of a decision made by the Contractor regarding any actions. The internal appeal process shall be available for resolution of disputes between the Contractor and HUSKY B Members concerning any denials. The Contractor shall be responsible for ensuring compliance

with the internal appeal process requirements set forth herein, independent of whether the Contractor or one of its subcontractors is responsible for the denial(s) in question.

2) The Contractor shall permit the HUSKY B Member; the Member's authorized representative, or the Member's conservator to file appeals through the Contractor's internal appeals process within sixty (60) days of the date that the Contractor mailed the denial notice.

3) The Contractor shall date stamp the appeal request to indicate the date on which the Contractor received the request. The Contractor shall use the postmark date on the original denial notice envelope determine whether the HUSKY B Member, the Member's authorized representative or the Member's conservator filed a timely appeal.

4) The Contractor shall have a timely and organized internal appeal process for receiving and acting upon request for review. The Contractor shall develop written policies and procedures for each component of its internal appeals process. The Contractor's policies and procedures shall include the elements specified in this contract and must be prior approved by the Department in writing. The Contractor shall obtain written approval of the policies and procedures from the Department; documents under review by/pending approval from the Department shall not satisfy the requirements herein.

5) If the standard timeframe for an appeal could jeopardize the life or health of the Member of the Member's ability to regain maximum functioning, then the Contractor shall follow the procedure described in Part I, Section C. 4. c. Expedited Review FOR HUSKY B MEMBERS. Additionally, if the internal appeal contains a request for expedited review, then the Contractor shall follow the procedure described in Part I, Section C.4. c. Expedited Review FOR HUSKY B MEMBERS.

6) The Contractor's internal appeals process may consist of more than one level of review. An individual or individuals having final decision-making authority shall conduct the final level of the Contractor's review. One or more dentists who were not involved in the denial determination shall decide any appeal arising from a denial based on a determination of medical necessity.

7) The HUSKY B Member may request an opportunity to meet with the individual or individuals conducting the internal appeal on behalf of the Contractor and/or may request an opportunity to submit additional written documentation or other written material. If the HUSKY B Member wishes to meet with the decision maker, the Contractor shall hold the meeting via telephone or at a location accessible to the Member, whichever the Member prefers.

8) The Contractor shall inform the HUSKY B Member that the Contractor's review may be based solely on information available to the Contractor and its providers, unless the Member requests a meeting or the opportunity to submit additional information.

9) In the absence of a request from the Member to meet, the Contractor shall decide an appeal on the basis of written documentation available to the Contractor at the time of the request.

10) The Contractor shall maintain a record-keeping system for each level of its appeal process, which shall include a copy of the HUSKY B Member's request for review and the response and the resolution. The Contractor shall make these materials available to the Department upon request.

11) The Contractor shall provide information to HUSKY B Members concerning its internal appeals process and the process for filing an external appeal with the Department. In its related materials, its website and in written decision notices required in Part I, Section C.4.b. Written Decision for Appeals for HUSKY B MEMBERS, the Contractor shall clearly specify the procedural steps and timeframes for each level of its internal appeals process and for filing an external appeal with the Department. The Contractor shall provide information on its internal appeals process and on the external DSS appeal process to providers and subcontractors, as it relates to HUSKY B Members.

12) Consistent with Part I, Section C.2. j. Linguistic and Americans with Disabilities (ADA) Access, and Part I, Section C.2. k. Services for Members, the Contractor shall develop and make available to HUSKY B Members appropriate alternative language versions of appeals materials. These materials include but are not limited to, the standard information contained in the denial notices. The Department must prior-approve such materials in writing.

13) The Contractor shall designate one primary and one back-up contact person for its internal appeal process.

c. Written Decision for Appeals for HUSKY B MEMBERS

1) The Contractor shall issue a written decision for each level of its internal appeals process. The Contractor shall mail each decision to the HUSKY B Member. The Contractor shall send a copy of each decision to the Department. The Contractor shall send the appeal decision from decision-makers at the final level of review no later than thirty (30) days from the date on which the Contractor received the appeal.

2) The Contractor's written decision shall include:

   a) The HUSKY B Member's name and address;

   b) The provider's name and address;

   c) The Contractor's name and address;

d) A complete statement of the Contractor's findings and conclusions, including the section number and text of any statute or regulation that supports the decision;

e) A clear statement of the Contractor's disposition of the appeal;

f) A statement that the HUSKY B Member has exhausted the Contractor's internal appeal procedure, if it is the final level of the internal appeal process concerning the denial at issue; and

g) Relevant information concerning the external appeals process available through the Department.

3) For each level of its internal appeals process, the Contractor shall issue a decision within thirty (30) days of receiving the appeal. If the Contractor fails to issue a decision within thirty (30) days, the Department will deem the decision to be a denial and the HUSKY B Member may file an external appeal with the Department as more fully discussed in Part I, Section C.4.d. External Appeal Process through the Department.

4) The Contractor shall include a copy of the HUSKY B – State of Connecticut – DSS Request for External Appeal form approved by the Department with each written decision.

d. External DSS Review FOR HUSKY B MEMBERS

The Department operates a HUSKY B program specific review process for an external review of internal appeals conducted by the Contractor. If a HUSKY B Member has exhausted the Contractor's internal appeals process and has received a final written determination from the Contractor upholding the Contractor's original denial of the service, the Member may file an external appeal with the Department of Social Services within thirty (30) days of the receipt of the final written appeal determination.

The Department will assign the appeal to the appropriate clinician within the agency who had no involvement in the underlying appeal or determination. The Contractor will provide copies of its determination and all clinical documentation necessary to the Department's consideration of the External Appeal. The Department will complete its External Appeal in no more than thirty days from the date it was requested by the Member. The Contractor shall comply with the Department's External Appeal determination and issue notification of its compliance with the Department's decision to the Department.

Expedited External Review

The Department shall also conduct expedited External Appeals. If the Contractor conducts the internal appeal on an expedited basis, the Contractor will scan and e-mail its final determination along with the supporting clinical information to the Department on the same day the Contractor makes its determination. If the Contractor did not conduct an expedited internal appeal, but the Department determines that an expedited external appeal is warranted, or the Member's provider certifies that an expedited external appeal is warranted, the Contractor shall provide the clinical/supporting information electronically on the same day that the Department requests this information. The Department will issue a determination within 48 hours of the receipt of clinical/supporting information from the Contractor. If the Department reverses the

Contractor's internal decision, the determination will direct the Contractor to authorize or otherwise implement the decision as timely basis and may specify a date for implementation.

The Contractor shall:

1) Submit to the Department, for review and approval, its proposed internal appeals process.

6. FUNCTIONS AND DUTIES OF THE DEPARTMENT

a. Eligibility Determinations

The Department will determine the initial and ongoing eligibility of each Member enrolled in the CTDHP in accordance with the Department's eligibility policies.

b. Ongoing Contractor Monitoring

1) To ensure access and the quality of care, the Department will undertake monitoring activities, including but not limited to the following:
    a) Analyze the Contractor's access enhancement programs, financial and utilization data, and other reports to monitor the value the Contractor is providing in return for the State's payments. Such efforts shall include, but not be limited to, on-site reviews and audits of the Contractor and its subcontractors;
    b) Analyze claims data, actual medical records maintained by providers, correspondence, telephone logs and other data to make reasonable inferences about the quality of and access to specific services;
    c) Sample and analyze claims data, actual medical records maintained by providers, correspondence, telephone logs and other data to make reasonable inferences about the quality of and access to Contractor services; and
    d) At its discretion, commission or conduct additional objective studies of the effectiveness of the Contractor, as well as the availability of, quality of and access to its services.

7. CORRECTIVE ACTION AND CONTRACT TERMINATON

a. Settlement of Disputes

Settlement of disputes arising under the contract shall be governed by Part II TERMS AND CONDITIONS hereof. No sections in this Part I shall be interpreted to negate supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

b. Monetary Sanctions

The Department and the Contractor agree that if by any means, including any report, filing, examination, audit, survey, inspection or investigation, the Contractor is determined to be out of compliance with this contract, damage to the Department may or could result. Consequently, the Contractor agrees that the Department may impose any of the following sanctions for noncompliance under this contract. Unless otherwise provided in this contract, the Department will deduct sanctions imposed under this section from payment or, at the discretion of the Department, paid directly to the Department.

1) Sanctions for Noncompliance

a) Class Sanctions. Three (3) Strikes. Sanctions Warranted After Three (3) Occurrences

For noncompliance of the contract that does not rise to the level warranting Class B sanctions as defined in Part I, Section C.6.b.2), including, but not limited to, those violations defined as Class A sanctions in any provision of this contract, the following course of action will be taken by the Department:

i. The Contractor shall receive a strike for each time the Contractor fails to comply with the contract on an issue warranting a Class A sanction. The Department must notify the Contractor in writing of the deficiency and its intention to issue a strike unless the deficiency is remedied. The Department must provide no less than forty-five (45) days for a cure period prior to issuing the strike. Upon notification by the Department to the Contractor of such deficiency, Contractor shall present a written action plan to the Department, illustrating remedial action to be taken to correct the deficiency. The Department shall approve or reject this plan within forty-eight (48) business hours, and if the plan is rejected, the parties shall work collaboratively to mitigate the deficiency. In the event that the deficiency is not remedied within forty-five (45) days, such strike shall be imposed. Such protocol shall be followed for each subsequent deficiency.

ii. The Department shall notify in writing the Contractor each time that it imposes a strike. After the third strike for the same contract provision, the Department may impose a sanction. If no specific time frame is set forth in any such contractual provision, the time frame is deemed to be one year, each beginning with the anniversary of the Effective Date of the contract.

iii. The Department must provide no less than forty-five (45) days' written notice of its intention to impose a sanction for a violation warranting a Class A. The Contractor may present its position as to the Department's determination of a violation warranting a Class A sanction. At the Department's discretion, a sanction will thereafter be imposed. Said sanction will be no more than $2,500 after the first three (3) strikes. The next strike for noncompliance of the same contractual provision will result in a sanction of no more than $5,000 and any subsequent strike for noncompliance of the same contractual provision will result in a Class A sanction of no more than $10,000.

2) Class B Sanctions. Sanctions Warranted Upon Single Occurrence or Related to Noncompliance Potentially Resulting in Harm to an Individual Member

a) The Department may impose a Class B sanction on the Contractor for noncompliance potentially resulting in harm to an individual Member, including, but not limited to, the following:

i. Failing to substantially authorize medically necessary covered services that are required (under law or under this contract) to be provided to a Member;

ii. Failing to comply with any other requirements of 42 U.S.C. §§ 1396b (m) or 1396u-2.

b) Class B sanctions for noncompliance with the contract under this subsection include the following:

i. Withholding the next month's contract payment to the Contractor in full or in part;

ii. Assessment of liquidated damages:

- For each determination that the Contractor fails to substantially authorize medically necessary services, not more than $25,000;

iii. Appointment of temporary management as described in Part I, Section C.6.c. Temporary Management

c) Prior to imposition of any Class B sanction, the Contractor will be notified at least thirty (30) days in advance and provided, at a minimum, an opportunity to meet with the Department to present its position as to the Department's determination of a violation warranting a Class B Sanction. For any contract violation under this subsection, at the Department's discretion, the Contractor may be permitted to submit a corrective action plan within twenty (20) days of the notice to the Contractor of the violation. Immediate compliance (within thirty (30) days) under any such corrective action plan may result in the imposition of a lesser sanction on the Contractor. If any sanction issued under this subsection is the functional equivalent of the termination of this contract, the Contractor shall be offered a hearing to contest the imposition of such a sanction.

3) Other Remedies

a) Notwithstanding the provisions of this section, failure to provide required services will place the Contractor in default of this contract, and the remedies in this section are not a substitute for other remedies for default that the Department may impose as set forth in this contract.

b) The imposition of any sanction under this section does not preclude the Department from obtaining any other legal relief to which it may be entitled pursuant to state or federal law.

c. Temporary Management

The Department may impose temporary management on the Contractor upon a finding by the Department that: (1) there is continued egregious behavior by the Contractor; (2) there is a substantial risk to the health of the Department's members as a result of the Contractor's failure to comply with its obligations hereunder; or (3) temporary management is necessary to ensure the health of the Department's members while improvements are made to remedy the violations or until there is an orderly termination or reorganization of the Contractor. For purposes of this section, "egregious behavior" shall include but not be limited to any of the violations described in Part I, Section C.6.b. Monetary Sanctions. Nothing in this subsection shall preclude the Department from proceeding under the termination provisions of the contract rather than imposing temporary management. In an emergency, the Department may impose temporary management without a hearing, provided that the Contractor shall then be entitled to a hearing to determine whether the appointment of a temporary manager was appropriate.

d. Payment Withhold, Class B Sanctions or Termination for Cause

1) The Department may withhold payments, impose sanctions including Class B Sanctions set forth in Part I, Section C.6.b. Monetary Sanctions, or terminate the contract for cause. Cause shall include, but not be limited to: 1) use of funds and/or personnel for purposes other than those described in the contract; (2) failure to detect fraud or abuse by the Contractor and to notify the Department of such fraud or abuse, as required by Section C, 2,z. Fraud and Abuse; and (3) if a civil action or suit in federal or state court involving allegations of health fraud or violation of 18 U.S. C. Section 1961 et seq. on the part of Contractor is brought on behalf of the Department.

2) Whenever the Department determines that the Contractor has failed to provide one or more of the contracted services, the Department may withhold an estimated portion of the Contractor's payment in subsequent months; such withhold to be equal to the amount of money the Department pays the Contractor for such services, plus any administrative costs incurred by the Department. Failure to provide required services will place the Contractor in default of this contract, and the remedies in this section are not a substitute for other remedies for default which the Department may impose as set forth in this contract. The Contractor shall be given at least seven (7) days written notice prior to the withholding of any contract payment.

3) The Department may also adjust payment levels accordingly if the Contractor has failed to maintain or make available any records or reports required under this contract which the Department needs to determine whether the Contractor is providing required contract services. The Contractor will be given at least thirty (30) days' notice prior to taking any action set forth in this paragraph.

D. BUDGET AND PAYMENT PROVISIONS

1. Contract Amount

The total maximum value of this contract shall not exceed $ 26,869,966.24. The Contractor's anticipated costs for providing the services hereunder in each of years 1, 2 and 3 of the initial term are set forth in **Attachment A. Budget** of this Contract. If at any time the Contractor anticipates that such costs will exceed by more than fifteen (15) percent the total budgeted amount as reflected on the applicable Schedule plus any additional amounts then agreed upon by the parties as the result of the modification of the Contractor's obligations hereunder, the Contractor shall so notify the Department and, prior to invoicing the Department for any such excess amount, shall provide supporting documentation and obtain approval from the Department, such approval not to be unreasonably withheld.

The Department and Contractor will revisit the need for any proposed new positions and/or increases in full time employees ("FTEs") in existing titles. Specifically, two positions have been placed on hold until SFY 2022 and the proposal includes an increase of two additional FTEs in existing titles. The Department will review enrollment trends prior to the end of SFY 2021 to ensure that any increases in FTEs are warranted. Contractor shall agree to hold the FTEs at the proposed SFY 2021 levels pending Department approval.

2. Payment Terms

Upon receipt and acceptance of a properly executed invoice, the Department shall pay the Contractor on a monthly basis for the Contractor's direct and indirect costs arising from and related to the Contractor's performance of its obligations under this contract. The Contractor shall submit a monthly invoice to the Department reflecting such costs, and payment will be due within fifteen (15) days of receipt thereof (the "Due Date"). Any payment due and not made on or before the Due Date shall accrue interest at the Applicable Federal Rate ("AFR") beginning on the first business day after the Due Date.

3. Performance Targets and Performance Standards

The Department and Contractor will mutually develop Performance Targets.

a. The Department shall allocate a performance pool equaling a percentage of the Contractor's annual approved budget excluding any sanctions imposed during the contract year and including any additional changes to the approved budget to serve as a basis for the total potential performance pool for the current year's performance. The performance payments to be paid to the Contractor shall be contingent upon the Contractor's success in meeting established Performance Targets as set forth in Attachment B.

b. Performance Targets shall be established which are tied to objectives such as access, and quality. Each Performance Target has a separate value and, in some cases, separate values have been established for domains (components) within each Performance Target. The Contractor shall have the opportunity to separately earn the amount associated with each Performance Target and, wherever specified in Attachment B, each domain within each Performance Target.

c. The established Performance Targets shall be reviewed and approved on an annual basis before the start of the new contract year and may be revised each year thereafter. The Department shall work with the Contractor to develop mutually agreeable targets and accompanying specifications for measurement of the Contractor's performance. The Department's decision on targets and specifications shall be final.

d. The Department shall measure the Contractor's success in meeting the Performance Targets. The Department shall calculate the Contractor's performance.

e. The Department shall determine whether the Contractor has met, exceeded or fallen below any or all of the required Performance Targets set forth in this subsection. The decision of the Department shall be final.

f. In determining the Contractor's success in meeting the agreed upon Performance Targets, performance measures will not be rounded. For example, if the Contractor is required to achieve a performance level of 95%, the target will not be achieved if the performance is 94.9%.

g. When a Performance Target includes the performance of a random sample, the sample size shall be statistically significant unless mutually agreed upon by the Department and the Contractor. The measure will be calculated and planned to enable statistically valid survey results at a 95% confidence interval with a margin of error of five (5) percentage points unless otherwise mutually agreed upon by the Department and the Contractor.

h. The reporting period for purpose of calculation of Contractor's success in meeting the Performance Targets shall be by calendar year unless otherwise noted.

i. The Department shall notify the Contractor of its success or failure in meeting the Performance Targets.

j. The Department shall compensate the Contractor with said performance payments paid no earlier than the ninety (90) days after the close of the applicable measurement period(s) and no later than January 31st of the following year to allow for claims run out for those performance standards that are claims based.

Part 2 Effective July 1, 2019

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.

2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

5. **"Client"** shall mean a recipient of the Contractor's Services.

6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.

7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters,
riots, acts of God, insurrection or war.

11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.

13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings,

specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. **Client-Related Safeguards**.

1. Safeguarding Client Information. The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

2. Reporting of Client Abuse or Neglect. The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through17a-103e, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. **Contractor Obligations**.

1. **Cost Standards**. The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Social Services or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

(a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and

(b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

4. **Federal Funds.**

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

(2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

(c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

(a) Real estate sales or leases;

(b) leases for equipment, vehicles or household furnishings;

(c) Mortgages, loans and working capital loans; and

(d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

(a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

(2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

(4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

(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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

(b) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

(c) Professional Liability. $1,000,000 limit of liability, if applicable; and/or

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

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

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

(a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

(a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

(b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

(c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data -- security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

21. Litigation.

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or mended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

1. Contract Amendment.

(a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

(b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or

(2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

(1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

(2) no later than ten (10) days from the effective date of any change in:

(A) its certificate of incorporation or other organizational document;

(B) more than a controlling interest in the ownership of the Contractor; or

(C) the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;

(2) temporarily discontinue all or part of the Services to be provided under the Contract;

(3) permanently discontinue part of the Services to be provided under the Contract;

(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

(5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;

(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or

(7) any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.

(e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

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

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

6. Ending the Contractual Relationship.

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

(d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor

fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

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

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

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards. "Business Associate" shall mean the Contractor.
(2) "Covered Entity" shall mean the Agency 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) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
(5) "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).
(6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(7) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

(8) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(9) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(10) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(11) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(12) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(13) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(14) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in

accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the Individual's PHI;

(C) provide a copy of the Individual's PHI in an electronic health record; or

(D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

(B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known,
who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing or has
done to investigate the breach, to mitigate losses, and to protect against
any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that
notification or notice to Individuals or the posting required under 45

C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

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

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(l) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act**. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises**. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a 60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring**. Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. **Non-discrimination**.

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous

places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

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

6. Freedom of Information.

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

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

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders. This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

9. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9 612 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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax return of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. "Solicit" does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

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

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

ATTACHMENTS

A. Budget

B. Performance Initiatives

C. Connecticut Dental Health Partnership Reporting Grid

ATTACHMENT A: Budget	SFY 2021 7/1/2020 - 6/30/2021		SFY 2022 7/1/2021 - 6/30/2022		SFY 2023 7/1/2022 - 6/30/2023	
	FTE	$	FTE	$	FTE	$
1) Personnel and Fringe						
Project Administration						
Director of Operations	1.00	$ 188,861.52	1.00	$ 192,638.75	1.00	$ 196,491.53
Director of Care Coordination & Outreach (TBD)	1.00	$ 90,000.00	1.00	$ 91,800.00	1.00	$ 93,636.00
Director of Community Engagement	0.50	$ 105,716.99	0.50	$ 107,831.33	0.50	$ 109,987.96
Program Clinical Dental Director	0.50	$ 125,000.00	0.50	$ 127,500.00	0.50	$ 130,050.00
Administrative Assistant (TBD)	0.00	$ -	1.00	$ 30,600.00	1.00	$ 31,212.00
Administration	3.00	$ 509,578.52	4.00	$ 550,370.09	4.00	$ 561,377.49
Administration Fringe Benefits		$ 65,927.56		$ 91,069.58		$ 99,557.27
Total Personnel & Fringe		$ 575,506.08		$ 641,439.67		$ 660,934.76
Corporate Allocation		$ 127,448.31		$ 144,298.34		$ 147,409.82
Total Administration Costs		$ 702,954.39		$ 785,738.01		$ 808,344.58
Provider/Network Relations (PNR)						
Director of Network Development	1.00	$ 112,861.07	1.00	$ 115,118.29	1.00	$ 117,420.66
Network Development Assistant	2.00	$ 90,000.00	2.00	$ 91,800.00	2.00	$ 93,636.00
PNR	3.00	$ 202,861.07	3.00	$ 206,918.29	3.00	$ 211,056.66
PNR Fringe Benefits		$ 28,425.82		$ 31,075.11		$ 33,971.31
Total Personnel & Fringe		$ 231,286.89		$ 237,993.40		$ 245,027.96
Corporate Allocation		$ 25,884.27		$ 26,531.38		$ 27,194.66
Total PNR Costs		$ 257,171.16		$ 264,524.77		$ 272,222.62
Care Coordination/ICM & Outreach (CCO)						
Outreach Coordinator	1.00	$ 73,520.06	1.00	$ 74,990.46	1.00	$ 76,490.27
Casework Coordinator	1.00	$ 68,241.82	1.00	$ 69,606.66	1.00	$ 70,998.79
Dental HealthCare Specialists	8.00	$ 517,766.05	9.00	$ 594,136.54	9.00	$ 606,019.27
CCO Special Initiatives Lead	1.00	$ 68,000.00	1.00	$ 69,360.00	1.00	$ 70,747.20
CCO	11.00	$ 727,527.93	12.00	$ 808,093.66	12.00	$ 824,255.53
CCO Fringe Benefits		$ 104,781.38		$ 114,547.00		$ 125,222.78
Total Personnel & Fringe		$ 832,309.31		$ 922,640.66		$ 949,478.31
Corporate Allocation		$ 94,908.99		$ 97,281.71		$ 99,713.76
Total CCO Costs		$ 927,218.29		$ 1,019,922.37		$ 1,049,192.07
Member Services (MS)						
Member Services Manager	1.00	$ 65,746.30	1.00	$ 67,061.23	1.00	$ 68,402.45
Member Services Team Lead	1.00	$ 55,152.25	1.00	$ 56,255.29	1.00	$ 57,380.40
Member Services Representative	11.00	$ 470,366.20	12.00	$ 523,389.30	12.00	$ 533,857.09
MS	13.00	$ 591,264.75	14.00	$ 646,705.82	14.00	$ 659,639.94
MS Fringe Benefits		$ 114,233.89		$ 124,880.49		$ 136,519.35
Total Personnel & Fringe		$ 705,498.64		$ 771,586.31		$ 796,159.29
Corporate Allocation		$ 112,165.17		$ 114,969.30		$ 117,843.53
Total MS Costs		$ 817,663.81		$ 886,555.61		$ 914,002.82
Quality Assurance (QA)						
Quality Assurance Manager	0.00	$ -	1.00	$ 78,612.49	1.00	$ 80,184.74
QI & Compliance Manager	1.00	$ 77,071.07	1.00	$ 78,612.49	1.00	$ 80,184.74
QA	1.00	$ 77,071.07	2.00	$ 157,224.99	2.00	$ 160,369.49
QA Fringe Benefits		$ 15,834.26		$ 34,620.03		$ 37,846.62
Total Personnel & Fringe		$ 92,905.34		$ 191,845.02		$ 198,216.11
Corporate Allocation		$ 8,628.09		$ 17,687.58		$ 18,129.77
Total QA Costs		$ 101,533.42		$ 209,532.60		$ 216,345.88
Managed Information Systems & Reporting (MIS)						
MIS Manager	1.00	$ 112,058.67	1.00	$ 114,299.84	1.00	$ 116,585.84
Data Processing Manager	0.60	$ 31,918.88	0.60	$ 32,557.25	0.60	$ 33,208.40
IS Developer	2.00	$ 157,425.16	2.00	$ 160,573.66	2.00	$ 163,785.13
Reporting Developer/Analyst	0.75	$ 66,574.10	0.75	$ 67,905.58	0.75	$ 69,263.69
Business Analyst	1.00	$ 72,500.00	1.00	$ 73,950.00	1.00	$ 75,429.00
MIS	5.35	$ 440,476.80	5.35	$ 449,286.33	5.35	$ 458,272.06
MIS Fringe Benefits		$ 93,950.03		$ 102,706.18		$ 112,278.39
Total Personnel & Fringe		$ 534,426.83		$ 551,992.51		$ 570,550.45
Corporate Allocation		$ 46,160.28		$ 47,314.29		$ 48,497.14
Total MIS Costs		$ 580,587.11		$ 599,306.80		$ 619,047.60

	SFY 2021 7/1/2020 - 6/30/2021		SFY 2022 7/1/2021 - 6/30/2022		SFY 2023 7/1/2022 - 6/30/2023	
	FTE	$	FTE	$	FTE	$
Utilization Management (UM)						
Claim/Prior-Authorization Manager	0.75	$ 55,831.54	0.75	$ 56,948.17	0.75	$ 58,087.13
PA/Provider Services Representatives	8.00	$ 334,866.59	8.00	$ 341,563.93	8.00	$ 348,395.20
Orthodontic Case Coordination	0.75	$ 42,926.98	0.75	$ 43,785.52	0.75	$ 44,661.23
UM-PA Imaging	1.00	$ 44,218.41	1.00	$ 45,102.78	1.00	$ 46,004.84
UM	10.50	$ 477,843.53	10.50	$ 487,400.40	10.50	$ 497,148.40
UM Fringe Benefits		$ 98,101.76		$ 103,865.67		$ 112,942.80
Total Personnel & Fringe		$ 575,945.29		$ 591,266.07		$ 610,091.21
Corporate Allocation		$ 86,280.90		$ 84,016.02		$ 86,116.43
Total UM Costs		$ 662,226.19		$ 675,282.09		$ 696,207.63
Grievances & Appeals (GA)						
Grievance & Appeals Team Lead	1.00	$ 59,883.12	1.00	$ 61,080.78	1.00	$ 62,302.40
GA Representative	3.00	$ 192,006.49	3.00	$ 195,846.62	3.00	$ 199,763.55
GA Administrative	1.00	$ 56,151.92	1.00	$ 57,274.95	1.00	$ 58,420.45
GA	5.00	$ 308,041.52	5.00	$ 314,202.36	5.00	$ 320,486.40
GA Fringe Benefits		$ 51,762.30		$ 56,586.54		$ 61,860.41
Total Personnel & Fringe		$ 359,803.82		$ 370,788.90		$ 382,346.81
Corporate Allocation		$ 43,140.45		$ 44,218.96		$ 45,324.43
Total GA Costs		$ 402,944.27		$ 415,007.86		$ 427,671.25
Total FTEs / Total Salary Costs	51.85	$ 3,334,665.19	55.85	$ 3,620,201.94	55.85	$ 3,692,605.98
Total Fringe Benefit Costs		$ 573,017.00		$ 659,350.60		$ 720,198.93
Total Personnel & Fringe Costs		$ 3,907,682.20		$ 4,279,552.54		$ 4,412,804.91
Total Corporate Allocation		$ 544,616.45		$ 576,317.58		$ 590,229.55
Total Personnel and Fringe Costs		$ 4,452,298.65		$ 4,855,870.12		$ 5,003,034.45
2) Facilities & Operations Direct Expenses						
Facilities & Operations Expense						
Rent		$ 225,989.15		$ 225,989.15		$ 225,989.15
Facility Repair & Maintenance		$ 5,000.00		$ 5,000.00		$ 5,000.00
Utilities		$ 11,875.00		$ 12,232.00		$ 12,599.00
Computer Equipment & Software						
Data Center Hardware		$ 12,000.00		$ 15,000.00		$ 11,000.00
Data Center & Network Security		$ 47,000.00		$ 48,645.00		$ 50,348.00
Workstation Hardware		$ 3,500.00		$ 2,700.00		$ 3,000.00
Workstation Software		$ 5,500.00		$ 6,000.00		$ 6,000.00
Software Maintenance		$ 8,750.00		$ 9,750.00		$ 10,500.00
Software Licenses		$ 14,000.00		$ 16,000.00		$ 18,000.00
CTDHP Website Maintenance/Update		$ 10,000.00		$ 10,000.00		$ 10,000.00
Telecommunications						
Telecom Equipment		$ 3,850.00		$ 4,275.00		$ 5,250.00
Cloud Telecom Services		$ 48,000.00		$ 52,500.00		$ 56,500.00
Cloud Telecom TF Origination Usage		$ 12,000.00		$ 14,000.00		$ 16,000.00
Call Center After Hours Support		$ 5,000.00		$ 5,500.00		$ 6,000.00
Data Communications		$ 30,000.00		$ 32,500.00		$ 35,000.00
Office and Other Equipment						
Equipment Rental		$ 1,500.00		$ 1,500.00		$ 1,500.00
Other Equipment		$ 5,500.00		$ 5,500.00		$ 5,500.00
Other Equipment Repair & Maintenance		$ 2,250.00		$ 2,250.00		$ 2,250.00
Copy Equipment		$ 6,780.00		$ 6,780.00		$ 6,780.00
Copy Equipment Repair & Maintenance		$ 5,400.00		$ 5,400.00		$ 5,400.00
Office Furniture		$ 5,000.00		$ 5,000.00		$ 5,000.00
Leasehold Improvements		$ 10,000.00		$ 10,000.00		$ 10,000.00
Professional Services						
Accounting Services (Internal)		$ 9,000.00		$ 9,000.00		$ 9,000.00
Consultants		$ 2,000.00		$ 2,000.00		$ 2,000.00
Legal Services		$ 2,500.00		$ 2,500.00		$ 2,500.00
Personnel Recruitment		$ 2,400.00		$ 2,400.00		$ 2,400.00
Provider Credentialing (NPDB)		$ 5,000.00		$ 5,000.00		$ 5,000.00
Translation Services		$ 2,000.00		$ 2,000.00		$ 2,000.00

	SFY 2021 7/1/2020 - 6/30/2021		SFY 2022 7/1/2021 - 6/30/2022		SFY 2023 7/1/2022 - 6/30/2023	
	FTE	$	FTE	$	FTE	$
Office & Personnel Operations						
Design Services						
Licenses		$ 1,000.00		$ 1,000.00		$ 1,000.00
Lodging		$ 2,500.00		$ 2,500.00		$ 2,500.00
Meals & Entertainment		$ 4,000.00		$ 4,000.00		$ 4,000.00
Memberships (Professional)		$ 1,500.00		$ 1,500.00		$ 1,500.00
Office Supplies		$ 22,500.00		$ 22,500.00		$ 22,500.00
Postage/Freight		$ 20,000.00		$ 20,000.00		$ 20,000.00
Printing Costs		$ 7,500.00		$ 7,500.00		$ 7,500.00
Provider Relations (Conferences, etc.)		$ 5,000.00		$ 5,000.00		$ 5,000.00
Public Relations		$ 1,000.00		$ 1,000.00		$ 1,000.00
Transportation		$ 500.00		$ 500.00		$ 500.00
Travel		$ 32,400.00		$ 34,992.00		$ 37,792.00
Outreach						
Outreach Inititiatives/QIPs		$ 150,000.00		$ 150,000.00		$ 150,000.00
Automated Compliance Reminders		$ 25,000.00		$ 25,000.00		$ 25,000.00
Provider Newsletter		$ 7,500.00		$ 7,500.00		$ 7,500.00
Client Newsletter		$ 8,500.00		$ 8,500.00		$ 8,500.00
Surveys & Public/Provider Relations		$ 15,000.00		$ 15,000.00		$ 15,000.00
Secret Shopper Survey		$ 15,000.00		$ 15,000.00		$ 15,000.00
Provider /Community Education Conferences		$ 5,000.00		$ 5,000.00		$ 5,000.00
Other Direct Expenses (Subcontracted Costs)						
UM/Claim Review Consultants		$ 422,275.00		$ 432,832.00		$ 443,653.00
OLCRAH Clinical Representation Consultants		$ 128,228.00		$ 131,434.00		$ 134,720.00
DSS QA Clinical Consultants		$ 38,950.00		$ 39,924.00		$ 40,923.00
PA/PPR - Claim Review Management System		$ 1,315,059.53		$ 1,340,480.69		$ 1,365,714.82
PA/PPR - Rapid Review Imaging System		$ 484,814.57		$ 494,186.43		$ 503,489.33
PA/PPR - FWA Member Fulfillment		$ 30,763.00		$ 31,358.00		$ 31,948.00
PACE System Support & Maintenance		$ 254,527.65		$ 265,625.21		$ 276,919.14
211 Social Determinants Of Care Support		$ 20,000.00		$ 20,000.00		$ 20,000.00
Primary Care Dentist Selection Reminder Letter Fulfillment		$ 155,000.00		$ 160,000.00		$ 165,000.00
ICM/CAHPS Member Survey		$ -		$ -		$ -
New Member Brochure Fulfillment		$ -		$ -		$ -
Total Other Direct Expenses		$ 3,675,311.90		$ 3,761,753.48		$ 3,842,175.44
Direct Expenses - Corporate Allocation		$ -		$ -		$ -
Total Other Direct Expense		$ 3,675,311.90		$ 3,761,753.48		$ 3,842,175.44
3) Total Contract						
Approved Budget Salaries/Fringe		$ 3,907,682.20		$ 4,279,552.54		$ 4,412,804.91
Approved Budget Direct Expenses		$ 3,675,311.90		$ 3,761,753.48		$ 3,842,175.44
Subtotal		$ 7,582,994.10		$ 8,041,306.02		$ 8,254,980.34
Corporate Allocation		$ 544,616.45		$ 576,317.58		$ 590,229.55
Subtotal		$ 8,127,610.55		$ 8,617,623.60		$ 8,845,209.89
Maximum PerformancePool @ 5.0% based on meeting targets		$ 406,380.53		$ 430,881.18		$ 442,260.49
TOTAL MAXIMUM CONTRACT VALUE		**$ 8,533,991.08**		**$ 9,048,504.78**		**$ 9,287,470.38**
Fringe Benefits (as % of salaries)		17.18%		18.21%		19.50%
Corporate Allocation		7.18%		7.17%		7.15%

Appendix B: Performance Initiatives for 2020-21 (July 1, 2020 to June 30, 2023)

1. Increase Success Rate of Outreach Calls (Total Value of Target: 1.5 out of 5%)

Objective:
1. To further identify a population of Medicaid beneficiaries with oral health care needs and integrate the importance of oral healthcare into messaging of the importance and relationship to overall health.
2. To ensure the identified members obtain appropriate oral health care services.

Activities:

- Perform live outbound outreach calls and/or visits to survey respondents (members);
- Follow up live outbound calls with emails and mailed letters as necessary;
- Evaluate and monitor the results of the outreach efforts to ensure positive outcomes are being achieved;
- Measure dental service utilization and disease status among the identified population as a result of the outreach efforts.

Activity	Baseline SFY 2020	Result 2020-21	Goal Met?	Incentive Percent	Definition	Dependencies
a. Increase success rate of personal live outreach calls by 2 percentage points in SFY 2021; 1 percentage point in SFY 2022 based on SFY 2021; and 1 percentage point in SFY 2023 based on SFY 2022.				Year 1: .75% Year 2&3: .5%	Success is defined: reaching a member, leaving a message, sending a successful email. These are new member (no dental home) and prenatal outreach)	Incorporating email address into eligibility feed
b. Increase success rate of automated outreach calls by 5 percentage points in SFY 2021; 3 percentage points in SFY 2022 based on previous fiscal year; 1 percentage point in SFY 2023 based on previous fiscal year.				Year 1: .75% Year 2&3: .5%	Success is defined: reaching a member, leaving a message. (emails functionality not yet implemented). These are no dental home, Emergency Room and Carries risk outreach.	Approval from DSS to drop failures to email, then letter. Letter cost tbd, but is in correspondence budget.
c. Increase number of members with successful outreach who had preventive dental by 2 percentage points in SFY 2021; 1 percentage point in SFY 2022 based on previous fiscal year; and 1 percentage point in SFY 2023 based on previous fiscal year	Establish baseline in Year 1-SFY 2021			Year 1: 0 Year 2 & 3: .50%	Of those members we reached, what percentage had a preventive dental visit. (6-month look out for claims)	

2. Promoting ABC Program: Increase touch points (Total Value of Target: 1.0)

Objective:

1. To increase provider training in the ABC Program;
2. To Increase provider participation in the ABC program;
3. Increase the number of children under the age of four who receive a dental screening, fluoride varnish and oral hygiene education in the primary care medical setting;
4. Develop a measure of the qualitative success of the provider – member contact for the oral assessment and for the application of the fluoride varnish and oral health referrals.

Activities:

- Develop additional training materials and approaches for primary care medical providers;
- Work with the Department of Social Services to revise the policy governing the procedures for the application of fluoride varnish and billable examinations;
- Record the total of the number of HUSKY Health's Primary Care Offices who have been contacted to undergo ABC training;
- Record the total in the number of HUSKY Health's Primary Care Offices who participate with HUSKY Health's ABC Program;
- Record the number of Pediatric Primary Care Providers & offices who participate in the ABC Program who perform oral assessments and/or apply fluoride varnish; and
- Report on the development of qualitative measures.

Activity	Baseline SFY 2020	Result 2020-21	Goal Met?	Incentive Percent	Definition	Dependencies
a. Re-engagement of ABC program to increase the number of providers who offer the ABC program by 3% in SFY 2021; 2% in SFY 2022 based on previous fiscal year; and 1% in SFY 2023 based on previous fiscal year				Year 1-3: .5%	Engagement plan agreed upon by stakeholders.	The Department shall send out a notice to Pediatrician offices regarding the benefits of ABC. Also: • CHN pushing oral health data to PCPs. • Invigorating dental data into PCMH and PCHM+ Programs
b. Increase the number of members who receive an ABC service 3% in SFY 2021; 2% in SFY 2022 based on previous fiscal year; and 1% in SFY 2023 based on previous fiscal year				Year 1-3: .5%	Total who got either Oral Assessment and Fluoride Varnish	

Note: The ABC program is deemed a best practice by the American Academy of Pediatrics

Note 2: If a member has a Fluoride Varnish Application, they must have first had an oral assessment

3. Disease Specific Programs - Segmenting Care and Increasing Utilization (Total Value of Target: .5)

Objective:

1. To further identify a population of Medicaid beneficiaries with very specific medical and oral health care needs;
2. To ensure the identified members obtain appropriate preparatory oral health care services previous to extensive medical interventions;
3. To increase the successful outcome of medical therapies as a person-centered approach; prevent complete loss of teeth and/or death secondary to immunosuppression by infection;
4. Coordinate with the CHNCT ICM Team to identify member's pre therapy and establish protocols for referrals.

Activities:

- Identify transplant recipients and members with cancer diagnoses, immunosuppressant drug prescriptions and oral health related co-morbidities;
- Produce education material to inform immunocompromised members of this identified group of the importance of maintaining good oral health secondary to their condition;
- Produce education material to inform immunocompromised members of this identified group of members about the availability of additional oral hygiene services for reasons of medical necessity due to their condition;
- Report on the number of members identified;
- Report on the number of outreach attempts to members in these cohorts;
- Report on the number of care coordination required;
- Produce an increase of the number of identified clients utilizing dental services in these cohorts both pre and post treatment.

Activity	Baseline SFY 2020	Result 2020-21	Goal Met?	Incentive Percent	Definition	Dependencies
a. Identify 3 to 4 disease types where oral health interventions are most needed and develop outreach and intervention strategy to ensure members receive needed oral healthcare	Listing of dental utilization rates and absolute numbers by disease state and develop a plan to improve oral health for selected members			Year 1: .5%	An outreach plan or Quality Improvement Activity that is approved by The Department	The Department shall mandate a cross-functional team including CHN care coordination team that would help us reach these members.
b. Increase preventive utilization for the identified members in the plan referenced above; increase the use of preventive oral health services by 2% in SFY 2021; 1.5% in SFY 2022 based on previous fiscal year and 1% in SFY 2023 based on previous fiscal year	Using the analysis in Year 1 related to the development of the plan that will establish the baseline			Year 1: 0% Year 2&3: .5%	e.g. 2019 preventive dental rates: Breast Cancer – 33% Diabetes Type 1 – 36% Osteoporosis – 35%	

4. Instituting a Health Equity Program (Total Value of Target: 1.0)

Objective:

1. Establish a Health Equity Plan that will focus on health equity improvement by building on our existing efforts and expanding them.
2. Appoint a Health Equity Officer, who will oversee the program.
3. Support efforts on advocacy of community equitable services.
4. Promote health equity by providing cultural competency training.

Activities:

- Continue to produce existing materials in English and Spanish and translated upon request to other languages specified in Section 1557. These materials include member newsletter, posters promoting assistance for people with limited English proficiency and flyers and informational booklets for providers.
- Expand our social media presence. Platforms such as Facebook and Twitter allow us to engage our Members by promoting Health Equity, barrier reduction services, community events and free dental services
- Publish a general information Member flyer describing our program and all of the barrier reduction services available to Members in the fifteen languages indicated for Connecticut by Section
- Conduct a Community Partner survey and member listening sessions.
- Continue to target high need populations through targeted outreach.
- Continue Health Equity Initiatives on our website.

Activity	Baseline SFY 2020	Result 2020-21	Goal Met?	Incentive Percent	Definition	Dependencies
a. Creating a Health Equity Plan and select one population or cohort and develop a plan to improve inequity based on the findings in years 2 and 3.	--			Year 1: .5%	Create a plan that is reviewed and approved by the Department.	
b. Report annually on HE plan inclusive of analysis, activities and policy recommendations.				Years 2-3 .5%		
c. Work with 211 on Social Determinants of Health	--			Year 1: prototype Years 2-3: part of b. annual reporting	CTDHP will establish a new Social Determinants of Health (SDH) screening and assistance program in collaboration with United Way of Connecticut's 211 program. A new on-line screening tool for SDH will be used by our DHCS to first identify SDH that may be impacting a Member and produce referral options to share with the Member.	
d. Conduct a Health Equity data analysis using available demographics (race, Hispanic origin, ethnicity)	CT Voices dental utilization rates by race and ethnicity, 2013.			Years 1-3: .5%	CTDHP will chart and monitor dental utilization by racial and ethnic status. We will run analysis on data to examine for new insights and follow trends in order to develop specific outreach initiatives.	

5. Care Coordination and Community Outreach – Increasing Activity (Total Value of Target: 1.0)

Objective:

1. Provide education, support and assistance to Connecticut residents on the importance of a dental home and how good oral health relates to overall health.
6. Provide educational materials to Husky Health providers and Community Partners on the importance of oral health and obtaining a dental home.
7. Reach out to targeted members with information about the importance of oral health and CTDHP program benefits.
8. Coordinate the care of members who have escalated dental needs and/or face barriers to receiving care.

Activities:

- Attend various community events with materials touting the importance of oral health;
- Visit community organizations and drop off education materials and oral health kits;
- Make presentations for various community organizations about the importance of oral health;
- Engage Community Partners on oral health initiatives and promoting oral health across the state of CT;
- Reach out to members who have had problem focused exams about the importance of having a dental home and good oral health.

Activity	Baseline SFY 2020	Result 2020-21	Goal Met?	Incentive Percent	Definition	Dependencies
Increase Outreach Activity by 5% in SFY 2021; 3% in SFY 2022 based on previous fiscal year; and 2% in SFY 2023 based on previous fiscal year	tbd			Years 1-3 .5%	Activities include: community visits, drop offs, presentation, email to constituents, fair/events, etc.	
Maintain historic occurrence of ED visits for dental issues as enrollment increases at or below SFY 2020 baseline for each state fiscal years	2019 ED visit rate per 1,000 members			Years 1-3 .5%	Activities include: ED/ER outreach, member outreach, care coordination and case management as necessary.	

Summary of SFY 2021 Performance Initiatives, Accrual and Value

Performance Measure Category	Percent	Measures Achieved in 2020?	Value	Cumulative Value
1. Increasing Success Rates on Outreach Calls	1.5%			
2. Promoting ABC Program – Increasing Touch Points	1.0%			
3. Disease Specific Programs: Segmenting Care and Increasing Utilization	0.5%			
4. Instituting a Health Equity Program	1.0%			
5. Care Coordination and Community Outreach – Increasing Activity	1.0%			

Note: Attainment of performance measures are dependent upon full completion of dependencies noted in each measure.

ATTACHMENT C - Connecticut Dental Health Partnership Reporting Grid
REPORTING REQUIREMENTS

Administrative Hearings

Description	Data Aggregation	Report Period	
Total number of Administrative Denials & Notice of Action (NOA) Detail Report	This report reflects the total number of Administrative Denials and NOAs issued within the designated reporting period. The report is broken down by adult /child cases and the type of denial issued. This report contains only Administrative Denials. Quarterly totals and YTD totals also include a count of denials.	Quarterly	Prior Calendar Year
Total number of Lack of Medical Necessity Denials & NOA Detail Report	This report reflects the total number of denials and NOAs issued for lack of Medical Necessity or coverage within the designated reporting period. The report is broken out by adult / child cases and the type and reason for the denial issued. This version does not contain Administrative Denials. Quarterly YTD totals also include a count of NOAs/ Denials.	Quarterly	Prior Calendar Year
Denial to Administrative Hearings Report	The number of denials that go to Administrative Hearings including the # of Prior Authorizations denied, proceeding to hearing, the outcome of the internal review and the final hearing decision issued by the Hearing Officer. Includes the number of upheld denials and the number of overturns.	Quarterly	Prior Calendar Year

Provider Call Center

Description	Data Aggregation	Report Period	
Average length of time of call	Average length of time of call.	Monthly	Prior Calendar Year
Average Speed of Answer	Average number of seconds to answer all calls with a live person coming into the call center including after hour's calls measured by the selection of a menu option.	Monthly	Prior Calendar Year
Call Center Capacity	Total number of days that the telephone line capacity exceeded 100% resulting in a busy signal when calling into the call center.	Monthly	Prior Calendar Year
Number and percentage of calls placed on hold and average length of time on hold.	Total number of telephone calls placed on hold and average length of time on hold.	Monthly	Prior Calendar Year

Total Number of Calls	Total number of calls received by the provider service center and in the identified reporting time frame.	Monthly	Prior Calendar Year

Provider Network

Description	**Data Aggregation**	**Report Period**	
Provider Enrollment	Report of provider network by county, by individual provider specialties and by service location specialty. Out-of-state provider totals reported separately.	Monthly	Prior Calendar Year
Provider	Percentage increase in providers by type over the past month/ year	Monthly	Prior Calendar Year
Provider Enrollment – Out of State	Report of out of state provider network by state, for individual provider specialties.	Annual	Prior Calendar Year
Geographic Accessibility	Perform a geographic accessibility analysis and generate a density report to determine network inadequacies based on Member; provider distance thresholds. Displays should include: - Medicaid Member for December, 2013 - 1 Provider in 10 Miles Access Analysis - 2 Provider in 10 Miles Access Analysis - 2 Provider in 20 Miles Access Analysis	Annual	As of Prior Calendar Year End
Provider Mystery Shopper Surveys	Contractor makes telephone calls to each of a statistically valid sample of providers, agreed upon by the Department, once during each year. The Contractor will follow-up Mystery Shopper calls to low performing providers to assess whether the provider is taking new patients, waiting times to be accepted as a new patient are acceptable and wait times for appointments for established patients are the same as for new patients for urgent, emergent and routine care visits. Will establish a corrective action report based on results.	Annual	Prior Calendar Year
Network Capacity Analysis	Shows ratio of Members to providers, by county, for identified provider types. Statewide report shall be issued only on demand, rather than at specified times. Urban/suburban/rural breakdown shall be used to asses network penetration vs. Dental Health Professional Shortage Areas (DHPSAs) in CT.	Upon Request	Ad Hoc
Network Recruitment	Quantify the number of providers recruited by type and specialty and location.	Monthly	Prior Federal Fiscal Year

Provider Turnover	Number of providers who left the network and reason for leaving the network.	Monthly	Prior Federal Fiscal Year

Client Demographics

Description	**Data Aggregation**	**Report Period**	
Enrollment	Total number of Members enrolled in each program. Reported by program type and age band.	Annually	As 12/31 of prior year
Language Diversity of Membership	Number and percentage of Members enrolled during the year counted by spoken language.	Monthly	Prior Calendar Year
Primary Care Medical Home Dental Referrals	Number of Members under age 21 who had no prior dental history but who have had PCP EPSDT visits that had at least one dental visit for non-emergency or orthodontic reasons (excludes CDT Codes D0140 & D8000-D8999).	Semi-Annually	Prior Calendar Year
Primary Care Medical Home Dental Utilization	Total number of Members utilizing & not utilizing dental service, who have an identified Primary Care Medical Home (PCP) from the medical ASO, by PCP billing entity ID.	Semi-Annually	Prior Calendar Year
ABC Fluoride Varnish Program	Monitoring and assessment of primary care provider billing in the Access to Baby Care Fluoride Varnish Program for children less than four years of age. Monitor treated Member utilization of dental services through claims data analysis.	Quarterly	Prior Calendar Quarter
Adult Preventive Care	Percentage of Members 21 years or older who had a preventative dental visit.	Quarterly	Prior Calendar Quarter
Pediatric Preventive Care	Percentage of Members under 21 years who had continuous preventative visits by an established dental home.	Quarterly	Prior Calendar Quarter

Employee Performance

Description	Data Aggregation	Report Period	
Call Center Staff Performance	Representative professional demeanor during phone calls; courtesies exhibited to Members, accuracy of information provided to Members	Monthly	Prior Month
Administrative Staff Performance	Conduct monthly reviews of a random sample of authorizations issued by each administrative staff Member to monitor the timeliness, completeness and consistency with UM criteria of the authorizations.	Monthly	Prior Month
Dental Consulting Staff Performance	Conduct monthly reviews of a random sample of authorizations issued by each dental consultant Member to monitor the timeliness, completeness and consistency with applying standards of care to the UM criteria	Monthly	Prior Month

Description	Data Aggregation	Report Period	
Total Member Cases	Number of client cases open at the beginning of the reporting period; number referred/added; number closed; number open as of the last day of the reporting period.	Quarterly	1/1-6/30 or 7/1-12/31
	For cases closed during the reporting period: the Referral Source, the HUSKY Health program, total children versus adults, the dental health outcome, type of case and contact status.	Quarterly	1/1-6/30 or 7/1-12/31
Special Need Cases	Number of Member cases open at the beginning of the reporting period; number referred/added; number closed; number open as of the last day of the reporting period.	Quarterly	1/1-6/30 or 7/1-12/31
	For cases closed during the reporting period: the Referral Source, the HUSKY Health program, total children versus adults, the dental health outcome and contact status.	Quarterly	1/1-6/30 or 7/1-12/31
Barriers and Outcomes	Number of any type of client barriers; case reporting of outcomes by barrier types.	Quarterly	Prior Calendar Year
DHCs Activity	The number and description of outreach events and contacts performed by each DHCS for the reporting period. Including the types of outreach activities, the number and type of community organizations reached, the number and type of materials distributed, the estimated number of community agency staff and Members reached.	Quarterly	1/1-6/30 or 7/1-12/31
Non-utilizers Compliance	Number of calls and mailed letters sent to non-utilizing Members in the reporting period.	Monthly	Calendar Year
Outreach Report	Narrative detailing all types of activities designed to increase utilization by describing the impact of the activity on the groups of Members targeted such as prenatal, emergency department dental users, DCF clients and non-utilizers.	Semi-Annually	1/1-6/30 or 7/1-12/31

Note – reporting for special initiatives are not included

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

Contractor

Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans
Contractor

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Lee Serota
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Signature Date

Lee Serota President
Name and Title of Authorized Official

Connecticut Department of Social Services

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Kathleen M. Brennan
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Signature Date

Kathleen M. Brennan Deputy Commissioner
Name and Title of Authorized Official

Connecticut Attorney General *approved as to form*:

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Joseph Rubin
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11/10/2020 | 11:31 AM EST
Signature Date

Joseph Rubin Assistant Deputy Attorney General
Name and Title of Authorized Official