

STATE OF CONNECTICUT | DEPARTMENT OF SOCIAL SERVICES
55 Farmington Avenue | Hartford, CT 06105

IN-HOME SAFETY FUNDING (“IHSF”) AGREEMENT FOR A ONE-TIME PAYMENT TO ESTABLISH SAFETY MEASURES FOR MEDICAID FUNDED HOME HEALTH AGENCIES AND ACCESS AGENCY HOME AND COMMUNITY BASED SERVICES (“HCBS”) STAFF

September 2024

Pursuant to Public Act 24-19, Section 2 (b),(c), home health care agencies and home health aide agencies, except any such agency that is licensed as a hospice organization by the Department of Public Health (“DPH”) pursuant to Section 19a-122b of the Connecticut General Statutes and Section 4 (a),(b), in accordance with the provisions in Section 11-4a of the Connecticut General Statutes, that receive reimbursement for services rendered under the Connecticut medical assistance program, as defined in Section 17b-245g of the Connecticut General Statutes, must adopt and implement health and safety training curriculum pursuant to Public Act 24-19 Section 2(a)(1), or, at the Commissioner’s discretion, an alternative workplace safety training program. To the extent authorized herein, the Department of Social Services (“DSS”) agrees to make one-time only payments made available under Section 9817 of the American Rescue Plan Act of 2021, P.L. 117-2 funding to support in-home safety for home health agency and access agency workers in accordance with this In-home safety funding (“IHSF) Agreement (“Agreement”). Funds shall be fully expended by June 30, 2025. Any unused funds shall be returned to the State pursuant to Section GC2 of this Agreement.

NOTE: Please read the entire agreement carefully. This is a one-time only funding payment for the organization. Funding is available for following uses only: Training: self, defense, situational awareness, de-escalation, increased safety awareness; Emergency Response devices, GPS devices and tracking devices, including the home based tracking system, Electronic health record, risk score; Safety Consultant to provide and evaluation and recommendations; Dedicated phone line for people to call in if they are distressed in the field.

NOTE: _____
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Payee:

Address:

Federal Tax Id #(s):

State Tax Id #(s):

AVRS ID #(s):

NPI #(s):

Organization Award Amount:

SPECIFIC CONDITIONS (SC) FOR IHSF PAYMENT

- SC 1. The Payee shall comply with all applicable federal and state requirements for this IHSF payment, including, but not limited to all applicable state statutes, regulations, guidance, and requirements, including, to the extent applicable, relevant provisions of the U.S. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 C.F.R. Part 200.

- SC 2. Intentionally Omitted.

- SC 3. The Payee is a beneficiary of this IHSF payment, as demonstrated by the purpose and effect of this payment, which is to expand access to high-quality home and community-based services (“HCBS”) to improve outcomes for people with long-term services and supports (“LTSS”) needs, in addition to the safety of those that provide such services. The Payee shall retain all related supporting documentation for at least five years after receiving this payment or longer as required by any state or federal requirement, and shall make such information and documentation available upon request to DSS, the Office of Policy and Management (“OPM”), and any other authorized state or federal agency.

- SC 4. Intentionally Omitted.

- SC 5. The Payee agrees to comply with all federal and state reporting requirements that may be specified by DSS, OPM, and any other authorized state or federal agency.

- SC 6. The Payee agrees that DSS has calculated the amount of funds to be distributed through this payment in accordance with a methodology established by DSS, in consultation with OPM, and agrees with the application of this methodology to the Payee.

SC 6. _____
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- SC 7. The Payee acknowledges that all aspects of this payment, including, but not limited to, the amount and manner of the payment and audits related to this payment, is not subject to rehearing or appeal in any forum and waives any rehearing or appeal rights that may otherwise have applied, including, but not limited to, applicable provisions of Conn. Gen. Stat. § 17b-238(b).

- SC 8. The Payee acknowledges that this payment is subject to audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment, provided that DSS will afford the Payee the informal opportunity to review and comment on draft DSS audit findings before any final audit report is released.

SC 9. The Payee agrees to promptly repay this payment if it fails to comply with any of the requirements of this Agreement (including federal and state requirements incorporated by reference into this Agreement) to DSS no later than ten (10) days after a written request from DSS or its designated agent and such written request identifies the specific nature of the Payee's non-compliance with the provisions of this Agreement and the basis for such determination. If the Payee does not repay such funds upon request, DSS may initiate recoupment of the funds pursuant to the general conditions for IHSF payment below and take any other actions that it deems necessary to recover such funds.

SC 9. _____
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SC 10. The Payee agrees to furnish all cost and financial information requested by DSS, OPM, any other authorized federal or state agency or any of their authorized agents, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual agreements, payroll records, and any and all other records as may be found necessary by the applicable agency in determining compliance with any federal or state law, rule, regulation, or policy.

GENERAL CONDITIONS (GC) FOR IHSF PAYMENT

The Payee agrees:

1. Payee shall submit a completed budget report and actuals to inhomesafety.dss@ct.gov no later than August 15, 2025, detailing all expenditures from the IHSF payment, including invoices and receipts dated within the eligible expenditure period as defined in subsection (4) below, in the form attached hereto and incorporated herein as Attachment A.

GC 1. _____
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2. Any funds not expended by June 30, 2025, shall be returned in full to DSS or its authorized agent no later than August 15, 2025. Further, to make repayments to DSS or its fiscal agent, or arrange to have future payments from the DSS program(s) withheld, within thirty (30) days of receipt of notice from DSS or its fiscal agent that returned payment from Payee has not been received by DSS or its fiscal agent. The Payee is liable for any costs incurred by DSS in recouping any non-returned unspent funds. Unspent IHSF funds shall be returned by check payable to the Commissioner of Social Services, mailed to the following address:

Department of Social Services
Accounts Receivable
55 Farmington Avenue
Hartford, CT 06105

GC 2. _____
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- IHSF payment shall be utilized for the following uses only: Training: self, defense, situational awareness, de-escalation, increased safety awareness; Emergency Response devices, GPS devices and tracking devices, including the home based tracking system, Electronic health record, risk score; Safety Consultant to provide and evaluation and recommendations; Dedicated phone line for people to call in if they are distressed in the field.

GC 3. _____
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- IHSF payments shall be eligible to cover expenses in accordance with subsection (2) above for the period of October 1, 2024 through June 30, 2025.

GC 4. _____
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- To comply with all federal and state statutes, regulations, policies, guidance and orders pertaining to the activities and actions related to receipt of IHSF payments, as amended from time to time.
- To continually adhere to applicable professional standards governing medical care and services and to continually meet all applicable state and federal licensure, accreditation, certification or other regulatory requirements, including all applicable provisions of the Connecticut General Statutes and any rule, regulation or agency policy, guidance, order and certification in the Medicare program, if applicable.
- To furnish all information requested by DSS specified in applicable forms related to receipt and documentation of IHSF payment and eligible expenditures related thereto, and, further, to notify DSS or its designated agent, in writing, of all material and/or substantial changes in information submitted to DSS.
- To furnish material and/or substantial changes in information including changes in the status of Medicare, Medicaid, or other Connecticut medical assistance program eligibility, Payee's license, certification, or permit to provide services in/for the State of Connecticut, and any change in the status of ownership of the Payee, if applicable.

9. To maintain all records for a minimum of five (5) years or for the minimum amount of time required by federal or state law governing record retention, whichever period is greater. In the event of a dispute concerning goods and services provided to a client, or in the event of a dispute concerning reimbursement, documentation shall be maintained until the dispute is completely resolved or for five (5) years, whichever is greater. The Payee acknowledges that failure to maintain all required documentation may result in the disallowance and recovery by DSS of any amounts paid to the Payee for which the required documentation is not maintained and provided to DSS upon request.
10. To maintain, in accordance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-8, inclusive, and regulations promulgated thereto, as amended from time to time, and other applicable statutes and regulations, the confidentiality of applicable information. Disclosure of applicable information may be made under appropriate circumstances, including to DSS or its authorized agent, in connection with the verification or audit of IHSF payments and expenditures related thereto, in connection with an investigation, prosecution, or civil, criminal, or administrative proceeding related to the IHSF payment, and as otherwise required by state or federal law.
11. To disclose, upon request, all documentation related to receipt of IHSF payment and activities related thereto, to DSS, OPM, and any other authorized state or federal agency, in accordance with applicable state and federal law.
12. To maintain a written contract with all subcontractors which fulfills the requirements that are appropriate to the service or activity delegated under the subcontract, and, to provide upon request of DSS, OPM, , and any other authorized state or federal agency, full and complete information about the ownership of any subcontractor or any significant business transaction. No subcontract, however, terminates the legal responsibility of the Payee to DSS to assure compliance with all conditions of this Agreement. The Payee shall furnish to DSS upon request copies of all subcontracts in which monies covered by this Agreement are to be used. Further, all such subcontracts shall include a provision that the subcontractor will comply with all pertinent requirements of this Agreement.
13. To timely submit all financial information required under federal and state law.

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14. To refund promptly (within thirty (30) days of receipt) to DSS or its authorized agent any duplicate or erroneous payment received. Further, to make repayments to DSS or its fiscal agent, or arrange to have future payments from the DSS program(s) withheld, within thirty (30) days of receipt of notice from DSS or its fiscal agent that an investigation or audit has determined that an overpayment to the Payee has been made. The Payee is liable for any costs incurred by DSS in recouping any overpayment.

GC 14. _____
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15. To promptly make full reimbursement to DSS or its fiscal agent any federal disallowance incurred by DSS when such disallowance relates to IHSF payments previously made to the Payee.
16. To maintain fiscal and programmatic records which fully disclose, as applicable, the financial and other conditions required for the receipt of IHSF payments, use of IHSF payments for eligible uses, and any other records relevant to the IHSF payment, which will be made available to DSS or its authorized agents upon request, in accordance with all state and federal statutes and regulations.
17. To cooperate fully and make available upon demand by federal and state officials and their agents all records and information that such officials have determined to be necessary to assure the appropriateness of IHSF payments made to the Payee and the eligible uses related thereto and compliance with all conditions and standards. Such records and information shall include, without necessarily being limited to, the following: financial records maintained in accordance with generally accepted accounting principles, unless another form is specified by DSS; and all other records as may be found necessary by DSS or its agent in determining the Payee's compliance with any federal or state law, rule, regulation, or policy.
18. That any IHSF payment, or part thereof, which represents an excess over the appropriate payment, or any payment owed to DSS because of a violation due to abuse or fraud, shall be immediately repaid to DSS. Any sum not so repaid may be recovered by DSS in accordance with this Agreement or in an action by DSS brought against the Payee.

GC 18. _____
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19. That in addition to the above provisions, the Payee agrees that:
- a. amounts paid to the Payee by DSS shall be subject to review and adjustment upon audit or due to other acquired information or as may otherwise be required by law;

- b. whenever DSS makes a determination, which results in the Payee being indebted to DSS for any IHSF funds that were used for unauthorized purposes or inappropriate expenditures, DSS may recoup said funds as soon as possible from any of DSS's current and future payments to the Payee under any program administered by DSS;
- c. in a recoupment situation, DSS may determine a recoupment schedule of amounts to be recouped from the Payee's payments after consideration of the following factors:
 - (1) the amount of the indebtedness;
 - (2) the objective of completion of total recoupment of IHSF funds that were used for unauthorized purposes or inappropriate expenditures as soon as possible;
 - (3) the cash flow of the Payee; and
 - (4) any other factors brought to the attention of DSS by the Payee relative to the Payee's ability to function during and after recoupment;
- d. DSS may recoup the amount of IHSF funds used for unauthorized purposes or inappropriate expenditures from the current and future payments to the Payee regardless of any intervening change in ownership or control of the Payee;
- e. if the Payee owes money to DSS, including money owed for prior years or pursuant to prior Payee agreements, DSS or its fiscal agent may offset against such indebtedness any liability to another Payee which is owned or controlled by the same person or persons who owned or controlled the first Payee at the time the indebtedness to DSS was incurred. In the case of the same person or persons owning or controlling two or more Payees but separately incorporating them, whether the person or persons own or control such corporations shall be an issue of fact. Where common ownership or control is found, this subparagraph shall apply notwithstanding the form of business organizations utilized by such persons, e.g. separate corporations, limited partnerships, etc.; and
- f. DSS's decision to exercise, or decision not to exercise, its right of recoupment shall be in addition to, and not in lieu of, any other means or right of recovery DSS may have.

GC 19. _____
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20. That suspension, sanction or termination from one or more other programs administered by DSS may result if the Payee is sanctioned by DSS for having engaged in fraudulent or abusive program practices or conduct related to receipt of IHSF payments.
21. To abstain from discrimination or permitting discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, intellectual disability, mental or physical disability, including, but not limited to, blindness or payor source, in accordance with the laws of the United States or the State of Connecticut. The Payee further agrees to comply with:
 - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Payee receives federal financial assistance from the Department of Health and Human Services;
 - b. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., (hereafter the “Rehabilitation Act”) as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of the Rehabilitation Act and the regulations, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Payee receives federal financial assistance from the Department of Health and Human Services;
 - c. Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681, et seq., as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Payee receives federal financial assistance from the Department of Health and Human Services; and
 - d. the civil rights requirements set forth in 45 C.F.R. Parts 80, 84, and 90.

[Signature Page Follows]

My signature below, for and on behalf of the above-named Payee, indicates acceptance of the above referenced funding and further certifies that: (1) I have the authority to execute this agreement on behalf of the Payee; and (2) the Payee shall comply with all conditions in this Agreement.

BY:

Signature of Duly Authorized Payee Official

Date

Print Name:

Title: